The Solicitors' Journal.

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CURRENT TOPICS.

THE STATEMENTS which have appeared with reference to the provisional approval by the Rule Committee of Judges of most of the recommendations of the Procedure Committee are, we believe, in the main correct, but until the new rules have been drafted and considered by the Rule Committee, it will be impossible to predicate with any accuracy the result of their labours.

IT IS IMPROBABLE that any of the Lords Justices of Appeal will leave town for the spring circuits, the whole strength of the court being required to cope with the appeals, the Westminster list of which is very lengthy.

IT IS UNDERSTOOD that Mr. Justice CHITTY will again leave his court to go circuit during a portion of the next Easter Sittings, and that by a similar arrangement to that which took place in January, the whole of the business of his court and chambers will be transferred to Mr. Justice KAY, whose work will be undertaken by one of the judges of the Queen's Bench Division.

A FIRM OF SOLICITORS write to the *Times* to complain that no notice has been given of the removal to the Branch Bank of England at the Royal Courts of Justice of the suitors' boxes which were formerly kept at the Bank of England. Our readers should note that a strong room was prepared before the Branch Bank of England was established in the new building, and that all boxes of securities and other valuables in court are now to be found there, where the whole banking business of the Chancery Division is now carried on.

THE BILLS OF SALE Act Amendment Bill has passed through Committee in the House of Commons without any extensive alteration. Clause 8 has, we believe, been amended in the manner suggested by Mr. MELLOR, so as to impose a direct obligation on the attesting solicitor to "carefully explain to the grantor the nature and effect of the bill of sale," instead of merely requiring the solicitor to state in the attestation that this has been done. The result of this alteration, which makes the validity of the bill of sale depend on the sufficiency of the explanation given, will be that every solicitor who attests a bill of sale will be liable to be summoned to give evidence as to the nature of the explanation given by him to the grantor, and to undergo a somewhat similar ordeal to that which the solicitor who attested the bill of sale in *Hill* v. *Kirkwood* underwent at the hands of Vice-Chancellor MALINS. Mr. LEWIS FRY had an amendment on the paper to insert after clause 8 a provision that "no prosecution for any dereliction of duty by a solicitor under section 8 shall be instituted without the *fiat* of her Majesty's Attorney-General," but this does not seem to have been moved. There were three different amendments on the paper for reducing the limit below which bills of sale are to be prohibited from £50 to £20, but the Attorney-General resisted the change, and the proposal was negatived without a division. We are inclined to think that if this provision is to be made, it is better to insert the larger sum, otherwise the practice, to which we referred last week, of money-lenders advancing larger sums just over the statutory limit at increased rates of interest would be fostered. The most important addition made to the Bill was the insertion, after clause 6, of the following clause:—

> "A bill of sale by way of mortgage shall be void if the mortgagee is thereby empowered to seize the goods assigned for any other than the following causes:—
> "(1.) If the mortgagor shall make default in payment of the sum or sums of money thereby received at the time therein provided for payment;
> "(2.) If the mortgagor shall suffer the said goods or any of them to be distrained for rent, rates, or taxes;
> "(3.) If the mortgagor shall fraudulently remove or suffer the said goods, or any of them, to be removed from the premises;
> "(4.) If the mortgagor shall not, without reasonable excuse, upon demand in writing by the mortgagee, deliver to him his last receipts for rent, rates, and taxes."

We presume that "money thereby received" means the money actually advanced by the mortgagor. It is to be hoped that the very slipshod language of the clause will be amended, and that "produce" will be substituted for "deliver" in sub-clause (4); but, with these amendments, we rather approve the object of the clause; always, of course, taking for granted the advisability of protecting persons not under disability from the consequences of their own acts. The bills of sale which it has been the practice to make distressed farmers execute often give the money-lender power to enter and seize in case any part of the stock is sold off or removed from the premises without the written consent of the money-lender.

AN URBAN SANITARY AUTHORITY is not liable upon any contract, executed or executory, involving an expenditure exceeding £50, unless the contract be under seal and subject to other requisites, and this rule holds good although the urban authority in question has had the whole benefit of such contract. Such is the effect of section 174 of the Public Health Act, 1875 (38 & 39 Vict. c. 55), as expounded in the considered judgment of the Court of Appeal (BRETT, COTTON, and LINDLEY, L.JJ.) in *Young & Co.* v. *Corporation of Leamington* on Saturday last—a judgment which, whether it does or does not work injustice in the particular case which gave rise to it, we think will be satisfactory in its general results. The facts were very complicated, but may be put shortly as follows:—In the year 1876 the defendants had contracted by deed under seal for the construction of waterworks for the town of Leamington, one of the stipulations of this contract being that in case the contractor should not push the works on, the engineer of the defendants might employ other persons to finish his work. In 1878 the borough surveyor (who was appointed under seal) employed the plaintiffs by contract in writing to complete the waterworks, and the plaintiffs having executed this contract, sued the defendants for the agreed price. The defendants, however (who also, it should be stated, disputed their liability to a considerable extent as a matter of fact), raised a defence in law upon section 174 of the Public Health Act, which enacts that every contract made by an urban authority, whereof the value or amount exceeds £50, shall be in writing, and sealed with the common seal of such authority." A special case being stated by an arbitrator, a divisional court gave judgment for the defendants thereon, and this is the judgment which has now been unanimously affirmed. Looking to *Hunt* v *Wimbledon Local Board* (27 W. R. 123, L. R. 4 C. P. D. 48), it is hard to see how the decision could have been otherwise, unless the Court of Appeal was prepared to disregard its own very recent decision. But the decision, though no doubt a "strong one," seems to us to be correct in principle. As was pointed out by LINDLEY, L.J., the section is advisedly inserted in the statute for the benefit of the ratepayers, in order that the corporation may not vote away public money without due consideration, and without, by the publicity of their acts, affording

an opportunity for their constituents to turn them out if they vote away public money improperly. Any other construction of the section would lead to jobs without end, and if surveyors and engineers (who are generally not the most ignorant of men) choose to do work for corporations without contracts "under seal," so much the worse for them. It is worth while to point out that Lord Justice BRETT said that his decision would have been the same even if the defendants had been a corporation pure and simple, not acting under statutory powers. This *dictum* conflicts to some little extent with that of Lord HATHERLEY (when Lord Justice) in *Crompton* v. *Varna Railway Company* (L. R. 7 Ch. 562), who said that the arm of the court would be strong enough to reach such cases when they should occur, but is in the main consistent with it. The question is one which will have to be considered by the House of Lords sooner or later, and perhaps an appeal in *Young* v. *Leamington Corporation* may lead to the consideration of it.

IN THE CURRENT NUMBER of the *Law Reports* will be found a case of *Harpham* v. *Shacklock*, about which the intelligent reader cannot fail at first sight to discern something mysterious. The defendant was a solicitor, who in 1876 received £550 from the plaintiff, to be invested in a mortgage over certain copyhold lands, which had been legally mortgaged in 1850. The defendant spent the money otherwise. Later in the year the lands were mortgaged for £150 to PRITCHARD & Co. In 1877 the defendant did obtain a mortgage for £700, which, with other title deeds, he deposited with his bankers to secure an account. When this mortgage for £700 was negotiated the original mortgage of 1850 was paid off; but the old conditional surrender in favour of the mortgagee remained unaffected. Disputes arising as to priority, the bankers persuaded the heir of the original mortgagee to be admitted under the old surrender, and then to surrender to them; hoping to tack their charge to the legal estate thus obtained. The curious point to which we desire to draw attention is the order in which these incumbrancers were ranged. There is no wonder that the bankers derived no advantage from their traffic with the legal estate, or that they were last on the list. But there appears to be something odd in the fact that the defendant's mortgage—of which the benefit, of course, passed to the plaintiff, for whom the defendant was, in effect, a trustee—should have been placed before the mortgage of PRITCHARD & Co. It is expressly stated that when they took their mortgage they had no notice of the dealings between the defendant and the plaintiff, by virtue of which the former became a trustee for the latter. And as they had done nothing to forfeit the priority in time which they had actually obtained, it seems strange that they submitted so quietly to be postponed, and took no part in the appeal by which the bankers vainly strove to mend their position. It may be worth while to mention that the property was sufficient to satisfy the first two mortgages in full, so that it made no difference to PRITCHARD & Co. where they stood on the list so long as their place was not lower than second. It was upon these grounds of indifference that they declined to appeal, not upon the ground that they felt no doubt about the judgment which gave them only the second place. We think this fact worth a public notice; because very curious consequences might be deduced from that part of the judgment in the absence of this explanation.

IT HAS BEEN STATED that the secretary of the Society for the Prevention of Cruelty to Animals witnessed the caging of JUMBO, and expressed himself perfectly satisfied with the humane mode in which that operation was effected. We are pleased to learn that this is so, but must point out that under any circumstances it is very doubtful whether the worthy secretary would have had power to interfere. An elephant is not an "animal" within the interpretation clause of the Act 12 & 13 Vict. c. 92, "for the more effectual prevention of cruelty to animals," in which the word animal (section 29) "shall be taken to mean any horse, mare, gelding, bull, ox, cow, heifer, steer, calf, mule, ass, sheep, lamb, hog, pig, sow, goat, dog, cat, or any other domestic animal." Nor is cruelty to animals any offence at common law. A subsequent Act, however (17 & 18 Vict. c. 60, s. 3), extends the interpretation clause of the first Act to mean "any *domestic* animal, whether of the kind or species particularly enumerated in clause 29" of that Act or not; "or of any other kind or species whatever, and whether a quadruped or not." Upon a careful consideration of this enactment, we cannot think that it covers the case of JUMBO; for an elephant is not a domestic animal in this country, and could not become so; though it might, perhaps, be otherwise in India.

IN CONNECTION with Lord REDESDALE'S Bill it may be noticed that a Bill of a similar scope was brought into the House of Commons by Sir EARDLEY WILMOT in a previous session of Parliament, but that all discussion upon it was stopped by Mr. BRADLAUGH (who was then a sitting member) pointing out that there had been an omission to comply with the Standing Order of the 30th of April, 1772, "that no Bill relating to religion or the alteration of the laws concerning religion be brought into the House until the proposition shall have been first considered in a committee of the whole House, and agreed unto by the House." There is no similar Standing Order of the House of Lords.

COPYHOLD ENFRANCHISEMENT.

A BILL has been introduced into the House of Commons by Mr. Waugh having for its object the ultimate extinction of customary tenures. It is understood that the measure has received the sanction of the Copyhold Commissioners, and it is believed that the Government are disposed to support it. We assume that the object is one with which everyone, who is not either the lord or the steward of a manor, must sympathize, and the only matter we propose to discuss is the mode in which the Bill seeks to carry out this object.

It is proposed to enact that every lord admitting or enrolling any person as tenant to any land after the 31st of December, 1883 (except where the admittance or enrolment takes place in consequence of the death of a lord), shall, either at the time of such admittance or enrolment, or within twelve months afterwards, deliver to the person admitted or enrolled, or his attorney, if he be admitted by attorney, a notice in writing that such land shall be enfranchised. If the lord fails to deliver such notice, or, having delivered it, fails to proceed with the enfranchisement, he is debarred from claiming any fine, relief, or heriot on any subsequent admittance, and either he or the tenant may at any time afterwards enfranchise the lands on the same footing as regards compensation, as if the enfranchisement had been effected immediately after the admittance of the tenant first admitted after December 31, 1883. But in this case, all the expenses of the enfranchisement, "including the cost of the stamp and parchment or paper for the instrument of enfranchisement, and the steward's fee or compensation, or other payment" (such costs being certified by the Copyhold Commissioners to have been properly incurred), are to be borne by the lord of the manor.

Every notice of enfranchisement, either under this Act, or under the Copyhold Acts, and whether given by the lord or by the tenant, is to be accompanied by a written offer to accept or give a sum of money for the enfranchisement of the land specified in the notice, "and any offer so made shall not be capable of retractation, and the person to whom such offer is addressed shall, notwithstanding that his estate in the land or in the manor may be only a limited estate, have power to accept such offer." If the offeree delivers to the offeror a written acceptance of the offer within one month, the sum so offered and accepted is to be the consideration to be paid for the enfranchisement. The penalty for omitting to accompany the notice of enfranchisement with the written offer is, that the party in default shall pay all costs incurred by both parties in ascertaining the consideration; the penalty for refusing a reasonable offer is the liability to be ordered by the commissioners to pay all such costs, the amount of costs to be fixed in each case by the commissioners. If, on any notice of enfranchisement, such offer is not made, or if the offer which is made is not accepted, the lord and tenant may, within three calendar months after delivery of notice of enfranchisement, agree in writing upon

a sum as the consideration, or may appoint a valuer or valuers to ascertain such consideration, and the sum agreed upon or ascertained by the valuer or valuers within three months from his or their appointment is to be the consideration for the enfranchisement. If the consideration is not ascertained in any of these ways, it is to be ascertained in the manner prescribed for the case of failure to agree by the Copyhold Act, 1858, as amended by the present Act; that is to say, by a valuer, valuers, or umpire, appointed as therein ascertained; and the enfranchisement is to be completed in manner directed by such Acts. "But each party, whether lord or tenant, shall, in all enfranchisements commenced after the passing of this Act, bear and pay his own expenses of all other proceedings for effecting any enfranchisement under the Copyhold Acts, including this Act, whether for the proof of title, the production of documents, or otherwise, notwithstanding the provisions of the Copyhold Acts." This provision alters section 30 of the Copyhold Act, 1852, under which these expenses, or such of them as are certified by the commissioners to have been properly incurred, are borne by the person requiring the enfranchisement.

The sum fixed for the consideration is not to be immediately payable, unless the tenant desires to pay it at once, but is to be paid by twenty yearly instalments, with interest at four per cent. per annum on the amount remaining unpaid. Or, if either lord or tenant require it, before the completion of the enfranchisement, the consideration is to consist of an annual rent-charge equivalent to interest at four per cent. per annum on the amount of the consideration money. The tenant is not to be personally liable for payment of the consideration or interest, but the lord and his successors are to have the remedies of a mortgagee, and a power of distress for the interest and rent-charge.

So far, we do not see any serious objection to the Bill. There are objections relating to details which it may be worth while to consider hereafter, in case the measure seems likely to pass into law. But (except the exclusion from the benefit of the measure of copyholders holding by precarious tenures, so as not to be able to enforce admission) there does not appear to be any strong practical objection to the general scheme for enfranchisement. It is true that the enfranchisement is to be carried out, as regards fixing the amount of the consideration money, between the lord and the tenant last admitted, who may not be the person really entitled to the property; the lord being compellable to admit anyone showing a *primâ facie* title. But the apprehension expressed by a learned writer, to whose views on other points we shall presently recur,* of "great loss and inconvenience" to the person entitled to a copyhold, "by the admission of a claimant who had offered good terms to the lord," seems somewhat far-fetched. We apprehend that the admittance of a claimant not entitled would be held to be wholly void as against the person really entitled to the copyhold (see Scriven, by Brown, 6th ed., p. 128), and any notice or proceedings for enfranchisement founded thereon would apparently also be void. Nor do the provisions of the Bill above mentioned appear to afford any temptation to the lord to put a copyholder to the expense and trouble of refusing to admit him by attorney. No doubt the lord is not compellable to admit by attorney except in the case of a *feme covert*, an infant, or a lunatic. But how will the lord benefit himself by refusing to do so? If he does not give notice, or fails to proceed with the enfranchisement after notice, he loses his right to subsequent fines and heriots, and incurs the liability to pay all costs of the enfranchisement. The threat of not admitting by attorney will hardly be sufficient to induce the copyholder to give up (if he can do so) his right to enfranchisement.

The point to which we desire to draw special notice is the effect of the enfranchisement under the Bill on the enfranchised copyholder's rights in the minerals under his land. Clause 36 proposes to provide that:—

"The lord of any manor and his lessees, and any person or persons authorized by him, shall be entitled to exercise the rights reserved to him in and by the 48th section of the Copyhold Act, 1852, as altered and amended by this Act, and to search for, open, work, win, manufacture, get and carry away, by any means of present use or future invention, any mines, minerals, limestone, lime, clay, stone, or gravel belonging to him within or under the lands enfranchised, or any other lands within the manor, he and they making full compensation to the owner and occupier for the time being of the said enfranchised lands for the exercise of such rights of entry, and also for all injury that may be caused to the surface of the said lands or any buildings erected or to be erected thereon, the amount of such compensation, in case of dispute, to be settled by arbitration in the manner prescribed by the Common Law Procedure Act, 1854, or any amendment thereof; and the arbitrator or arbitrators appointed shall have due regard to the custom of the manor and the relative rights of the lord and tenant thereunder."

Now, nothing is more clearly settled than that the copyholder has a possessory interest in the mines and minerals under his land, and that, in the absence of a special custom, the lord cannot open or work new mines without the consent of the tenant. The Copyhold Act, 1841 (section 82), provides that "any rights" of the lord in any mines and minerals shall not be affected, and also (section 84) that "it shall be lawful for the tenant, upon any commutation or enfranchisement under this Act, to grant to the lord" rights of entry and way and other easements for the purpose of winning and carrying away mines and minerals under their lands. Section 48 of the Copyhold Act, 1852, provides that no enfranchisement under that Act shall "affect the estate or rights of *any lord or tenant* in or to any mines, minerals, &c., within or under the lands enfranchised, . . . or any rights of entry, rights of way and search, or other easements of any lord or tenant in, upon, through, over, or under any lands, or any powers which, in respect of property in the soil might, but for such enfranchisement, have been exercised for the purpose of enabling the said lord or tenant, &c., more effectually to search for, win and work any mines, minerals, &c., or to remove and carry away any minerals, &c., had or gotten therefrom." The effect of these provisions, it will be seen, is to leave the right of lord and tenant, as regards minerals on an enfranchisement, exactly as they were before the enfranchisement. After the land had been enfranchised the lord could not, in the absence of a special custom, work the mines under the land enfranchised without the consent of the tenant. Now, it is proposed to enact that after enfranchisement the lord "shall be entitled . . . to search for, open, work, win, manufacture, get, and carry away . . . any mines, minerals, &c., belonging to him within or under the lands enfranchised," and actually to let down the surface of the land; subject only to the landowner's claim for damages. The short result in fact is, as Mr. Elton puts it, to convert the copyholder's interest in the mines into a claim for damages. This appears to be confiscation of a very startling kind, and we hope that if the Bill makes any progress in the House of Commons this strange provision may be struck out.

It will be seen that the whole of the scheme of enfranchisement provided by the Bill hinges on the admission or enrolment of a tenant. Wherever a lord can be compelled to admit a tenant, then enfranchisement must sooner or later occur. But there are in many manors copyholders for lives who have not a valid tenant-right of renewal. To support such a right the tenant must prove a constant usage of renewal upon payment of a fixed fine (see *Wharton* v. *King*, Anst. 659; *Duke of Grafton* v. *Horton*, 2 Bro. P. C. 284). According to Mr. Elton, "there are a great number of such precarious tenures throughout the West of England, where the tenants cannot enforce any new admission, although for many centuries they have had the benefit of renewal." It is obvious that the only result of extending the operation of the Bill to these cases would be to prevent any future admissions under these "precarious tenures"; hence by clause 32 it is provided that "this Act shall not extend to any copyhold lands held for a life or lives, or for years, where the tenant thereof has no right of renewal." We do not see how any other provision could have been made, if the scheme of the Bill making enfranchisement dependent on admission is to be adopted. And that scheme appears to be likely to meet with less opposition from lords of manors than any other which has yet been suggested.

* Custom and Tenant Right. By Charles Elton, Barrister-at-Law. Wildy & Sons.

The Court for Crown Cases Reserved has quashed the conviction of Mr. W. H. Newman, solicitor, for appropriating to his own use property intrusted to him.

The following are the circuits which have been chosen by the judges for the ensuing Spring Assizes—viz., South-Eastern Circuit, Pollock, B.; Oxford Circuit, Huddleston, B.; Western Circuit, Hawkins, J.; Midland Circuit, Stephen, J.; North-Eastern Circuit, Bowen and Williams, JJ.; Northern Circuit, Mathew and Cave, JJ.; and North and South Wales Circuits, Fry, J. Mr. Justice North will remain in town.

MARRIED WOMEN'S PROPERTY.

THE measure introduced by the Lord Chancellor at the commencement of the present session to consolidate and amend the Acts relating to the property of married women is, in all essential particulars, identical with Mr. Hinde Palmer's Bill of the previous session, as amended by the Select Committee of the House of Commons. A clause, however, relating to policies of assurance, which was struck out by the Committee, is now inserted in an altered form; and a new clause has been added rendering a wife liable in certain cases to a criminal prosecution at the instance of her husband. In other respects, the present Bill is almost a literal transcript of the Bill of last session; so literal, indeed, that the date of its commencement has not been changed, and it is still to be cited as the "Married Women's Property Act, 1881."

The general scheme of the present measure, which repeals the existing Acts of 1870 and 1874, is to confer on married women an independent *status* in respect of their separate property; and to attach a statutory separate use to all their property, whether belonging to them before marriage or subsequently acquired. A modification is introduced by a separate clause to provide for the case of existing marriages, the effect of which will probably be (for its language is not very clear) to make all property acquired in any manner by a married woman after the commencement of the Act her separate property.

The cardinal provisions of the Bill are contained in the first two clauses, the remainder being, for the most part, occupied in working out details, or providing for the peculiarities of different species of property. The first clause contains five sub-clauses defining the "capacity" of a married woman in respect of her separate property. She is thereby declared to be capable of acquiring, holding, and disposing of any real or personal property as her separate property without the intervention of a trustee; of entering into and rendering herself liable on any contract, and of suing and being sued in all respects as if she were a *feme sole;* and her husband need not be joined with her as plaintiff or defendant, or be made a party to any action or other legal proceeding. Every contract entered into by a married woman is to be deemed to be entered into with respect to her separate estate, unless the contrary be shown; and (reversing the decision in *Pike* v. *Fitzgibbon*, 29 W. R. 551, L. R. 17 Ch. D. 454) is to bind her after-acquired separate property as well as that which she was possessed of at the date of the contract. Lastly, by sub-clause 5, it is enacted that "every married woman carrying on a separate trade shall, in respect of her separate property, be subject to the bankruptcy laws in the same way as if she were a *feme sole*." The married woman's *status* in respect of her separate property being determined by the foregoing provisions, the Bill (clause 2) declares that all the property, real and personal, of a woman married after the commencement of the Act, is to be held by her as her separate property; and (clause 3) that if she was married before that date her after-acquired property is to be held by her in like manner as her separate property.

The provision relating to bankruptcy is, we think, open to unfavourable criticism. If the Bill had been wholly silent on the subject, it would probably have been held that the effect of conferring an independent *status* on the married woman was to render her liable, in respect of her separate property, to the provisions of the bankruptcy laws. A doubt was expressed by Mellish, L.J., in *Ex parte Holland* (22 W. R. 425, L. R. 9 Ch. 307), whether under the Act of 1870 a married woman might not be made a bankrupt if she was possessed of separate property. That doubt was, however, set at rest in *Ex parte Jones* (L. R. 12 Ch. D. 484), where it was held by the Court of Appeal that a married woman was not under any circumstances liable to the bankrupt law; but the ground on which the decision in that case rested—that a married woman was not liable to be sued as a *feme sole*—can no longer be said to exist if this Bill becomes law. It may, however, be questioned whether the express provision made for the case of a married woman *carrying on a separate trade* will not, by implication, exempt married women not falling within this description, even if they have separate property, from the operation of the bankruptcy law. It is to be observed that, if a married woman carries on a separate trade, all her separate property, whether acquired by settlement or will, or made separate property by the Act, will be administered in bankruptcy. This points to another difficulty in the administration of a married woman's estate under the bankrupt laws arising from the restraint on anticipation which so frequently accompanies the separate estate. This does not seem to be fully provided for by the Bill. Clause 13 indeed enacts that—

"Nothing in this Act contained shall interfere with or . . . render inoperative any restriction against anticipation at present attached or to be hereafter attached to the enjoyment of any property or income by a woman under any settlement, agreement for a settlement, will, or other instrument; but no restriction against anticipation contained in any settlement, or agreement for a settlement, of a woman's own property, to be made or entered into by herself, shall have any validity against debts contracted by her before marriage, and no settlement, or agreement for a settlement, shall have any greater force or validity against creditors of such woman than a like settlement, or agreement for a settlement, made or entered into by a man would have against his creditors."

This slipshod clause confirms the restriction on anticipation except where the property was settled by the married woman herself; but in the case of bankruptcy this confirmation seems to be practically inoperative. If a married woman, entitled for her separate use without power of anticipation to the interest of a fund, becomes bankrupt, the right to receive each successive periodical payment as it falls due will necessarily vest in her trustee, since it is property acquired by her during the continuance of the bankruptcy (Bankruptcy Act, s. 15). The result of this will be to deprive a bankrupt married woman of that protection against her own improvidence which it is the object of the restriction against anticipation to impose upon her.

The 7th clause of the Bill extends the provisions of section 10 of the Act of 1870, so as to enable a wife to insure her own life and settle the policy for the benefit of her husband, or her husband and children. It is thereby provided that—

"A policy of assurance effected by any man on his own life, and expressed to be for the benefit of his wife, or of his wife and children, or any of them; or by any woman on her own life, and expressed to be for the benefit of her husband, or of her husband and children, or any of them, shall create a trust in favour of the objects therein named, and the moneys payable under any such policy shall not form part of the estate of the insured, or be subject to his or her debts."

Now, while this provision was limited to the case of a husband insuring his life for the benefit of a wife who could not be made a bankrupt, the principle of excluding the policy from his estate was quite intelligible; but it is not so clear that anything will be gained in point of security by taking the policy out of the wife's estate and making it, for example, a trust for the husband absolutely. It seems clear that, in such a case, the benefit of the policy on the life of the wife would, on the bankruptcy of the husband, pass to his trustee. In the same way the trustee in bankruptcy of the wife would be entitled to any policy effected by the husband for her benefit. This, perhaps, cannot be avoided, but it seems quite unnecessary, in the case of a policy effected by the wife, to expose it to increased risk by making it an asset of the husband. This clause contains elaborate machinery for the appointment of *new* trustees, both of the policy and of the moneys after they have been paid by the office; but this is certainly unnecessary, having regard to the general terms of section 31 of the Conveyancing Act of last session.

Considerable interest attaches to the remedies, civil and criminal, which are conferred upon a married woman by clause 8, for the protection and security of her separate property. As against strangers, and also against her husband, so far as civil remedies are concerned, she is placed in the position of a *feme sole;* but her remedy by criminal proceedings against her husband is subject to the following qualification:—

"Provided always, that no criminal proceeding shall be taken by any wife against her husband by virtue of this Act while they are living together, as to or concerning any property claimed by her, nor while they are living apart, as to or concerning any act done by the husband while they were living together, concerning property claimed by the wife, unless such property shall have been wrongfully taken by the husband when leaving or deserting, or about to leave or desert, his wife."

This is manifestly insufficient. It is in terms limited to a wrongful taking, leaving it open to a brutal or fraudulent husband to destroy or convert into money whatever articles of property the deserted wife was possessed of. Moreover, the fraudulent receipt of money due to her would not be covered by the words of

the clause. Again, suppose that the husband by threats compels his wife to sign a cheque, or even if he forges her signature, she will be unable to institute proceedings against him.

The liability of the husband for the ante-nuptial debts of his wife is, by a singularly-framed clause (clause 9) of this Bill, limited "to the extent of any property whatsoever *belonging to his wife* [*sic*] which he shall have acquired or become entitled to from or through his wife"—that is, we presume (in the case of husbands married after the passing of this Bill), by gift or conveyance from her, for under this Bill the husband takes no interest in the property of his wife by operation of law.

We have now referred to the points of chief interest in this proposed measure; but there is one more matter to which we must briefly refer, and that is the conflict of laws on the subject between this country and Scotland. In an article on the Married Women's Property (Scotland) Act, 1881 (*ante*, p. 149), we pointed out some of the inconvenient results which followed from that Act extending to every marriage in the United Kingdom where the bridegroom had a Scotch domicile, instead of being confined, as it should have been, to the territorial limits of Scotland. It appears to us that the difficulties will not be removed by the present Bill. The laws, indeed, of the two countries will be brought more closely to resemble each other, but there will still be important differences which are not unlikely to give rise to cases of conflict. One important and obvious omission is, that if an Englishman marries and subsequently acquires a Scotch domicile, his wife will not come under the provisions of *either* Act; for the present Bill expressly excludes Scotland, and the Scotch Act only meets the case of the husband having his domicile in Scotland *at the time of the marriage*. This opens up a prospect of English husbands flitting across the border to acquire a new domicile, and thereby deprive their wives of the protection afforded by modern legislation. If a domiciled Scotchman contracts a marriage in England, and afterwards acquires an English domicile, it may be asked, Which law regulates the rights of the wife and the devolution of her property? For it must be remembered that there are the following important differences between the two laws:—

(1) The Scotch Act imposes a statutory restraint on anticipation, which will not be found in the English law if the Bill passes in its present shape.

(2) It must be remembered that the wife, under the English law (if this Bill passes), will possess unfettered power of alienation, both *inter vivos* and by will; while in Scotland she is unable to dispose of her property without the consent of her husband.

The chief difficulty, however, to which we called attention in the article referred to—that relating to a husband dealing with a wife's property—will be removed if the present Bill should become law; for then, under no circumstances, can a husband in either country make a title to his wife's property. Still, the difficulties which we have pointed out are such as call for solution, and the only effectual remedy seems to be to pass a short Act amending the Married Women's Property (Scotland) Act of last session by confining its operation to the territorial limits of Scotland.

The Press Association states that Sir Michael Westropp has resigned the Chief Justiceship of Bombay, and the appointment, it is understood, on this occasion will be filled from the Indian Civil Service.

Messrs. Blunt, Tebbs, & Lawford, write to the *Times* as follows, under date March 13:—"Having attended to-day at the Bank of England, as usual, to open a box of securities under order of the High Court of Justice, we were informed that all such securities as had been lodged at the bank under order of the court had been removed to the branch Bank of England at the Law Courts. It is strange that the authorities have given no notice of this, but it will be for the public convenience that the fact should be known."

A fatal accident occurred on Wednesday at Solihull, near Birmingham, to Mr. Sidney J. Mitchell, solicitor. Mr. Mitchell was with a party of friends witnessing some experiments in the neighbourhood of Solihull. Efforts were being made to destroy the roots of several large trees which had been blown down. Dynamite was used for this purpose, and some labourers had placed a charge beneath a root. Mr. Mitchell was standing at some distance from the spot, but when the charge was fired part of the root struck him upon the head, and killed him instantaneously.

REVIEWS.

SWEET'S LAW DICTIONARY.

A Dictionary of English Law, Containing Definitions of the Technical Terms in Modern Use, and a Concise Statement of the Rules of Law Affecting the Principal Subjects, with Historical and Etymological Notes. By Charles Sweet, of Lincoln's-inn. H. Sweet.

This stately and well-printed book possesses several features which ought to commend it to the favour of the profession. It is pre-eminently practical; it is concise and accurate, and it bears traces of great labour and care in the collection of authorities. In saying that the book is practical we mean that the information given is usually that which the practitioner wants. There is little matter relating to obsolete law, except where it is necessary to explain the existing law, or the meaning of phrases in the ancient books, and in this case it is usually printed in smaller type. The result is that the young solicitor who has not a large library of books in his office will find in this book a short but fairly comprehensive general outline of the existing law on many of the subjects which are likely to come under his notice, together with a reference to the leading recent cases. Take, for instance, the subject of fences: there will be found in about half a page under that head at p. 354, and under the head of "Boundaries," on p. 107, a good general account of the law. Of course it would be easy to suggest additions of more or less importance to this and almost every other heading, but, so far as we have observed, the author has made a judicious selection of leading topics, having regard to the requisite of terseness which he seems always to have kept before him. As an illustration of the merit of brevity and accuracy which we have ascribed to the work, we would refer to the observations (contained in less than a page) on the difficult and obscure subject of rests in accounts against trustees at p. 11. These appear to us to be an excellent summary of the effect of the cases; and the references in the foot-notes embrace most of the leading authorities on the subject. With regard to the care with which decisions on the various subjects have been collected we may mention that *Doherty* v. *Allman* (L. R. 3 App. Cas. 709), on the subject of "meliorating waste," although an Irish appeal, is to be found duly noted, and that the cases on participating policy-holders, on which we recently commented, are collected in a note at p. 590.

It is, of course, inevitable that in the first edition of a work of this kind there should be omissions of headings which ought to be present. We have not observed many such omissions, but we may suggest that "chief rent," in its modern meaning, should be noticed; that the rules relating to distress damage feasant should be more fully stated, and that a heading should be added relating to "change of name."

CHANCERY PRACTICE.

The Annual Chancery Practice; being a Collection of the Statutes, Orders, and Rules Relating to the General Practice, Procedure, and Jurisdiction of the Chancery Division of the High Court of Justice and on Appeal therefrom to the Court of Appeal; with Copious Notes, Forms, &c. 1882. By Thomas Snow and Herbert Winstanley, Barristers-at-Law. W. Maxwell & Son; H. Sweet.

The object of the authors is stated in the preface to be to present to the practitioners of both branches of the profession a handy and inexpensive work on the practice of the High Court of Justice, having special reference to the Chancery Division. As regards the cost of the book this statement is entirely borne out; it is rarely that we meet with a law book containing so much matter at so low a price. In general arrangement the book follows the practice of printing the Acts and Orders with notes, but, as regards the Judicature Acts, only those sections are printed which affect the law or the procedure and practice as set forth in the Rules of Court, or which are referred to or incorporated with the rules. The Judicature Acts are followed by Lord Cairns' Act; the sections of the Common Law Procedure Act, 1854, relating to arbitration, referred to in section 59 of the Judicature Act, 1873; the sections of the Bankruptcy Act, 1869, and the Bankruptcy Rules having reference to section 10 of the Judicature Act, 1875; and the sections of the statutes relating to interpleader. Then follow the Rules of Court, with the Consolidated Orders relating to the subject-matter of the rules inserted in the notes in large italic type. The notes to the rules are sub-divided according to subject by headings in thick type. The orders as to court fees and stamps are subsequently given, and Part IV. contains a very complete statement of the statutes, consolidated orders, and cases relating to proceedings in chambers in the Chancery Division. Part V. is devoted to proceedings in the Chancery Pay Office, and includes the Chancery Funds Act, 1872, and the rules under that Act; and Part VI. contains such of the forms in the schedules to the Judicature Act, 1875, and the Rules of April, 1880, as are applicable to actions and matters in the Chancery Division, with notes thereon.

So much for the general scheme of the work. With regard to its

execution we can speak very favourably. The cases have been collected with great industry, examined with care, and stated, so far as we have observed, with clearness and brevity. They are brought down to the end of last year, and there is no list of addenda. The order prohibiting the marking of cases for Mr. Justice Fry, at p. 109, ought to have disappeared, and the similar order relating to Mr. Justice Kay should have been substituted. And we may, perhaps, be allowed to suggest that in the list of abbreviations there should be given some explanation of the meaning of the references to "W. R." and "So. Jo."

ADMIRALTY LAW AND PRACTICE.

A Treatise on the Jurisdiction and Practice of the Admiralty Division of the High Court of Justice, and on Appeals therefrom, &c. By Edward Stanley Roscoe, Barrister-at-Law. Second Edition. Stevens & Sons.

No very considerable alteration appears to have been made in the first part of this work, relating to the chief subjects of the jurisdiction of the court, but in Part II. Mr. Roscoe has brought down to a recent date the cases on the practice of the Admiralty Division. He takes as the groundwork such of the Rules of the Supreme Court as relate to admiralty actions, and inserts in their appropriate places the Admiralty Rules of 1859 and the decisions. The result is a comprehensive and useful manual of practice. The decisions appear to have been carefully noted up, and their effect is given very concisely—sometimes, indeed, as it appears to us, rather too shortly to represent properly the effect of the decisions. For instance, on the subject of the reference of questions of consequential damage to the registrar and merchants, although *The Maid of Kent* (29 W. R. 897) is referred to at p. 210, we do not find there any reference to the rule indicated by Sir Robert Phillimore in his judgment, that where nautical knowledge is required for the decision of such a case it should be heard by the court with assessors. The case is also referred to in Part I., under the head of "Damage," but the remark of the author there, that "when the question of damage can be decided on the hearing of the action more fitly than by the registrar and merchants, the court will give a decision on the point," is too vague to be of much service to the practitioner. About half of the book is occupied with statutes, orders, and forms; and at the close there is a useful appendix of precedents of bills of costs in actions in the Admiralty Division, stated to have been taken from bills actually taxed.

SHERIFF LAW.

The Law of the Office and Duties of the Sheriff, with the Writs and Forms Relating to the Office. By Cameron Churchill, Barrister-at-Law. Second Edition. Stevens & Sons.

Mr. Churchill's book has grown largely in dimensions in the present edition, and now constitutes a very complete treatise. On all the main functions of the sheriff—as, for instance, the election of county members of Parliament, writs of inquiry, the compensation court, assizes, and writs of execution—the information given is very full and, so far as we have tested it, accurate. The anxiety of the author to supply every possible requirement of the class of persons for whom he writes has led him in this, as in the former edition, to introduce matters which have a very remote connection with his subject. Thus, on the ground that "as in the execution of writs of *fi. fa.* the sheriff is not unfrequently confronted by a bill of sale," we have presented in the present edition a chapter on bills of sale. It strikes us that it would be almost as reasonable, on the ground that sheriffs' officers are sometimes assaulted, to introduce a chapter on the criminal law relating to assaults. The appendix contains a very full collection of forms, and there is an index which is full, but somewhat peculiarly constructed. We hardly see the advantage of headings such as "Pigott, B.," the reference being only to the opinion of that judge mentioned in connection with *Hammersmith and City Railway Company* v. *Brand*.

ADVOCACY.

Hints on Advocacy: Conduct of Cases Civil and Criminal, Classes of Witnesses, and Suggestions for Cross-examining Them. By Richard Harris, Barrister-at-Law. Sixth Edition. Stevens & Sons.

Mr. Harris has added to this edition of his acute and amusing book some additional specimens of witnesses, such as "The Awkward Witness," "The Expert in Handwriting," and other types. Some of these new sketches tend rather too much in the direction of mere farce. There is, perhaps, some little danger of losing sight of the main usefulness of the book, which is to afford practical hints to beginners in the profession of advocacy. We doubt whether any tyro will gain much information of practical value from the account of Mr. Grapho's cross-examination.

INTERMEDIATE EXAMINATION.

Intermediate Law Examination Made Easy: A Complete Guide to Self-Preparation in Mr. Serjeant Stephen's New Commentaries on the Laws of England. Third Edition. By Albert Gibson, Solicitor. Reeves & Turner.

This appears to us to be one of the most sensible of the numerous examination books which have come under our notice. The title is in one sense rather a misnomer, since the author does not seem to aim at any system of cramming, based upon a study of examiners' peculiarities, or any mode of avoiding honest labour. His object appears to be to direct the course of study, and to afford practice in what is always the great difficulty of the law student—the art of answering questions fully and tersely. His system is, in fact, a careful development of that which an intelligent and systematic student would devise for himself.

CORRESPONDENCE.

BANKRUPTCY LAW.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The time has, I think, come, by pretty general consent, for taking in hand the law of bankruptcy, and settling the question whether the public gains or loses by it. I venture the assertion that in as large a proportion as nineteen cases out of twenty they lose—*i.e.*, if there was no bankruptcy law at all, the public would be pecuniarily gainers if they had no other remedy for adjusting their claims than the ordinary laws of debtor and creditor. The question is, Does the law answer its professed object? if it does not, and it can be shown that the intentions of the law are perverted to purposes directly opposed to it—which, in the majority of cases is really the fact—its retention is inexcusable, and it ought to be abolished. The facilities which the law holds out for getting white-washed are so great as positively to encourage recklessness in trading. What does the average trader care for getting into debt? If anybody presses for payment, that social pest, the liquidating attorney, is always at hand; a petition is filed, a small, packed meeting of creditors, who are "squared" for the occasion, do the needful, the rogue gets his discharge, and laughs at everybody who has been silly enough to trust him.

The evil of all this is so great, commercially, morally, and socially—and in any way in which you can look at it—that it ought not to be tolerated. The enormous expense to the country, the pecuniary loss to the trading community, and the commercial depravity which the present law directly encourage, point to only one remedy—total abolition of the whole system. Leave the ordinary laws of debtor and creditor to assert themselves, and let flagrant dishonesty be dealt with as—what it is in fact—a crime.

A Country Solicitor of Forty Years' Standing.

BILLS OF SALE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your number for the 28th of January last, you were good enough to insert a letter by me on a point of law relating to bills of sale. Will you kindly find room for the following?—

A. being heavily indebted to B. was pressed by the latter to give a bill of sale on his furniture. A. repeatedly promised to do so, but put it off. One day he suddenly appeared at the office of B.'s solicitor to execute the bill of sale. The solicitor carefully explained to him its purport, and from expressions used by A. (B. being also present) he felt tolerably sure that A. in giving the bill of sale was not intending to benefit B.; and before proceeding to register the security he wrote to his client asking if the transaction was *bonâ fide*, or a dodge to defeat creditors. B. replied, saying that whatever might be A.'s motive, it was on his own part a *bonâ fide* attempt to obtain some security for A.'s very heavy debt to himself. The solicitor thereupon registered the bill of sale. The day after it was executed another creditor put in an execution on the goods and found himself defeated. It may on this state of facts be assumed to be true that A. gave the bill of sale in order to protect the goods from the creditor's execution, but B. *bonâ fide* intended to obtain security.

Can the bill of sale be supported as against the execution creditor? See *Wood* v. *Dixie* (7 Q. B. 802); *Alton* v. *Harrison* (17 W. R. 1034); *Ex parte Games, Re Bamford* (27 W. R. 744); *Ex parte Brown* (27 W. R. 651); *Bridgman* v. *Green* (2 Ves. sen. 626).

If A. acted *malâ fide*, but B. *bonâ fide*, can the latter keep his security? This is not a case in bankruptcy.

A Country Solicitor.

THE MARRIED WOMEN'S PROPERTY BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Should not husbands be relieved from some of the burdens resulting from marriage? See for an example 25 Solicitors' Journal,

464 ["Liability to support bastard children of the wife"]. The liability to maintain a wife who has become a confirmed drunkard is also one which calls for a remedy. Some limit to liability for maintenance is also required in the case of women who have had separate estate, and have disposed of it otherwise than in a reasonable manner. The present tendency seems to be to deprive the husband of the property he would otherwise get by his wife without giving him a sufficient release from responsibilities.

Could not some attempt be made to settle clearly the husband's liabilities on contracts made by the wife? A. B. C.

CASES OF THE WEEK.

PRACTICE—STAYING PROCEEDINGS PENDING APPEAL—TERMS.—In a case of *Brewer* v. *Yorke*, before the Court of Appeal (JESSEL, M.R., and COTTON and LINDLEY, L.JJ.) on the 15th inst., an application was made for a stay of proceedings under a judgment of the Court of Appeal, pending an appeal to the House of Lords. The judgment had directed payment to the respondent of a fund which was in court, with interest at four per cent. from the date of the chief clerk's certificate. The fund had been invested, and had been sold for the purpose of making the payment. The court ordered the money to be retained in court pending the appeal, and also that the respondent's solicitors should give the usual undertaking to refund the costs in case that decision should be reversed by the House of Lords. They also ordered that the applicant should undertake to pay the respondent the difference between interest at the rate of four per cent. upon the fund which would be retained in court, and the interest which would be actually obtained by the investment, in case the decision should be affirmed. JESSEL, M.R., said that he had recently introduced the practice when he was presiding in the Rolls Court, because he thought it just that the party who was kept out of his money by reason of the appeal should not lose the interest to which he was entitled if he was ultimately successful. And the court said that the applicant must also pay the costs of the sale and re-investment of the money.

TRUSTEE IN BANKRUPTCY—DISCLAIMER—LEASE OF LAND AND CHATTELS—REPUTED OWNERSHIP—ORDER AND DISPOSITION—BANKRUPTCY ACT, 1869, ss. 15, 23.—In a case of *Ex parte Allen*, before the Court of Appeal on the 16th inst., the question was raised whether, when the trustee in a bankruptcy disclaims a lease by which land and loose chattels had been demised to the bankrupt at one entire rent, the trustee can, notwithstanding the disclaimer, retain the chattels, on the ground that they were, at the commencement of the bankruptcy, in the possession, order, or disposition of the bankrupt, as reputed owner, with the consent of the true owner. A lease had been made to a liquidating debtor (a trader) of a factory, machinery, and loose tools, at one entire rent, and subject to certain covenants. The trustee in the liquidation applied to the court for leave to disclaim the lease, and an order was made giving him leave to disclaim "the lease and the property belonging to the lessor demised thereby." The trustee, in pursuance of the order, executed a disclaimer of "all such property." He afterwards applied to the court for an order declaring that the chattels upon the demised premises formed part of the debtor's estate divisible among his creditors, and directing the lessor to deliver up the same. It was urged that the chattels had vested in the trustee, as from the commencement of the liquidation, by a superior and independent title by virtue of the reputed ownership clause (section 15, sub-section 5, of the Bankruptcy Act, 1869), and that the disclaimer of the lease could have no operation on that title. The court (JESSEL, M.R., and COTTON and LINDLEY, L.JJ.), however, held that the trustee was not entitled to the chattels. JESSEL, M.R., said that section 23 was imperfectly drawn, and not easy to apply, but the court must do its best to construe it. In the recent case of *Ex parte Glegg* (30 W. R. 144, L. R. 19 Ch. D. 7, *ante*, p. 57) two things were decided—(1) that the thing to be got rid of by the disclaimer of a lease was the entire lease, not a part of it; (2) that, though there were no express words in the section to that effect, it was intended that the disclaimer should relieve the trustee from liability altogether, so that no interest in the lease should remain in him between the commencement of the bankruptcy and the date of the adjudication. In the present case there was no evidence of any trade custom which would exclude the application of the doctrine of reputed ownership, and his lordship would assume in the trustee's favour that the debtor was the reputed owner of the chattels. But what was the effect of section 15? It said that the "property of the bankrupt divisible among his creditors, in this Act referred to as the property of the bankrupt, shall comprise" certain particulars. Then section 23 took out of the operation of section 15 certain things. Therefore, section 15 must be read as if it had said "subject to the provisions of section 23 hereinafter contained, the property of the bankrupt divisible among his creditors shall comprise the following particulars." It was impossible that by virtue of section 15 property could be divided among the creditors if by section 23 it was given to some one else. It followed that the title of the trustee acquired under section 15 was liable to be divested by section 23 in all cases to which that section applied. Section 15 dealt with three classes of property—viz., property belonging to, or vested in, the bankrupt at the commencement of the bankruptcy; property acquired by, or devolving on, him during the continuance of the bankruptcy; and property which never belonged to him at all, but which was, at the commencement of the bankruptcy, in his possession, order, or disposition (he being a trader), as reputed owner, with the consent of the true owner. Then section 23 said "that where any property of the bankrupt acquired by the trustee under this Act consists of land of any tenure burdened with onerous covenants, of unmarketable shares in companies, of unprofitable contracts, or of any property that is unsaleable, or not readily saleable, by reason of its binding the possessor thereof to the performance of any onerous act, or the payment of any sum of money," the trustee might disclaim such property. It applied to all the property of the bankrupt of any of the three descriptions mentioned in section 15. It was quite possible that the bankrupt might be the reputed owner of property which might bind him to the performance of onerous acts, and the intention was that the trustee should not be compelled to keep onerous property of that kind any more than onerous property of the other two kinds. The object of the section was to enable the trustee to disclaim a *damnosa hæreditas*. The primary object was to enable the trustee to disclaim; the subsidiary operation of the section was to explain how the disclaimer was to take effect in cases to which that subsidiary operation was applicable. The section could not be read literally; it was quite plain that some of the words would not apply to every kind of case. The words which provided what the effect of the disclaimer was to be must be read as applicable to cases to which they could apply, and in cases to which they did not apply, still the trustee could disclaim the property. What then could he disclaim? In the case of property comprised in a lease he must disclaim it all; there was no provision for the apportionment of the rent and covenants. Suppose there was a lease of Blackacre and Whiteacre; could the trustee in bankruptcy of the lessee say, Blackacre is not worth keeping, but Whiteacre is? Could he keep the one property which was valuable, and disclaim the other? That would not be fair to the landlord. The trustee must take the property as it was. His lordship would give no opinion how it would be if there were two distinct demises contained in one piece of parchment. But, when there was really one demise, if the trustee gave up the property he must give it up altogether; he must surrender to the lessor the whole of the property comprised in the lease. And this applied to property which the trustee would take under the reputed ownership clause equally with other property. COTTON, L.J., said that under section 23 nothing could be done by a disclaimer of a lease which could not be done by an actual surrender of it, and, in his opinion, a surrender involved the giving back to the lessor of all the property comprised in the lease, with a corresponding release of the tenant from the covenants of the lease. A surrender implied a surrender of the entirety, and so the disclaimer must be a giving back to the lessor, not of part, but of the entirety of the property comprised in the lease. It was said that section 23 applied only to a lease of land, and not to a lease of chattels. If that was so, the lease could not be disclaimed at all, for the disclaimer must operate as a surrender of the entire lease. It was said that section 15 enabled the trustee to hold the chattels by a superior title. But section 23 applied to property of the bankrupt—*i.e.*, property divisible among his creditors. But, inasmuch as the lease was, by virtue of section 23, taken out of section 15, in his lordship's opinion, not only the land, but the remainder of the property comprised in it, though it passed to the trustee under section 15, must, in like manner, be taken out of that section so soon as the trustee exercised the option given to him by section 23 of disclaiming the lease. He had an option whether he would disclaim or not, but, if he did disclaim, he must give up to the lessor the entirety of the demised property. LINDLEY, L.J., said that section 15 must be construed in connection within section 23. The latter section was not well drawn, and was full of puzzles, but he thought that for the present purpose it was possible to discover its meaning. When a lease was to be disclaimed he thought that that which was to be disclaimed was the property comprised in the lease, and when several properties were treated as one, and were demised by one lease at one entire rent, that was the property which the trustee, if he disclaimed the lease, was to surrender. And the mere fact that the trustee had acquired the chattels by a different title under section 15 would not justify a different construction of section 23. The court refused to give leave to appeal to the House of Lords.—SOLICITORS, *Lawrance, Plews, & Baker; Beachcroft & Thompson.*

APPEAL—EXTENSION OF TIME—SPECIAL CIRCUMSTANCES—ORD. 58, R. 15—DISCRETION OF COURT—PRACTICE—DECLARATION OF FUTURE RIGHTS.—In a case of *Curtis* v. *Sheffield*, before the Court of Appeal on the 8th inst., a question arose as to granting leave to appeal from an order made by Vice-Chancellor Shadwell, in July, 1836. The suit was commenced in the Court of Chancery to administer the estate of one Joseph Sheffield, who died in July, 1831, and an administration decree was made in November, 1833. The testator by his will, dated the 22nd of July, 1830 (among other legacies), bequeathed to his son, Edward Sheffield, after the death of his (the testator's) wife, the interest on £5,000 consols, so that he should receive the interest as it became due, and after his death the principal was to be equally divided between his surviving children, and should he die without issue his share was to be equally divided among the testator's "surviving" children. The will contained other bequests in similar terms for the benefit of the testator's other children. The testator left his wife surviving him, and also seven children, one of whom was Edward Sheffield, and another was Henry Sheffield. By the order in question, which was dated the 16th of July, 1836, it was (*inter alia*) declared that, on the decease of the testator's widow, Edward Sheffield would become entitled to the income of £5,000 consols for his life, and that, upon his death, the principal would be divisible in equal shares among his children who should be living at the time of his death, and that, in case he should die without leaving issue, the stock would be divisible in equal shares among the children of the testator who were living at the time of the testator's death. When this order was made all the testator's seven children had attained twenty-one, and they were all represented by counsel. The testator's widow died on the 13th of April, 1838, and on the 28th of July, 1838, an order was made that £5,000 should be carried over to a separate account, and that the dividends thereon should be paid to Edward Sheffield during his life, and this order was duly acted on. He died in November, 1881, without issue. All his brothers and sisters had died before him, with the exception of Henry Sheffield, who now asked for leave to appeal from the order of the 16th of July, 1836, so far as it declared who were the persons entitled to Edward

Sheffield's £5,000 on his death without issue. The applicant urged that it was contrary to the practice of the Court of Chancery to make a prospective declaration of rights to arise at a future time, and that, on the true construction of the testator's will, the words "surviving children" of the testator meant children living at the death of Edward Sheffield, and not, as the Vice-Chancellor had decided, children living at the date of the testator's own death. The court (JESSEL, M.R., and COTTON and LINDLEY, L.JJ.) refused the application. JESSEL, M.R., said that the application was made to the discretion of the court, and it was made under circumstances which he thought could never have occurred before. In 1836 Vice-Chancellor Shadwell made certain declarations of right with regard to seven legacies given by the testator's will. He declared the rights of the persons who were entitled to present interests, and he also made declarations of future rights after the deaths of the respective tenants for life. The declarations were made in the presence of all the testator's children, who appeared to have been then of full age and to have been represented by counsel. Subject to a technical rule, there was no more objection to the question being decided then than now. The technicality was of the barest kind—that is, it was not the practice of the Court of Chancery to decide as to future rights, but it was the practice to wait until the event happened on which those rights would arise, unless some special circumstance, such as the fact that some present right depended on the decision, rendered it desirable that the question should be decided at once. But, if all the persons who could possibly be interested in any event were of full age, and were before the court, the reason for the rule ceased. The reason was that the court would not decide if it did not know who were the persons who might become entitled on the happening of the future event; so that they could not be represented before the court. But, in a case like the present, the rule was the barest technicality: the number of the persons interested in the fund might diminish, but it could not increase. Whether there were any special circumstances which led to the declaration of future rights one could not now tell. On the face of the order, without knowing more of the circumstances, it could not be said that the order was not right. The next point, and it was one of a most serious character, was this:—After what time were people entitled to rely on the judgment of a competent tribunal as to their right to property? A great change of opinion on this question had taken place in recent times. It was now thought most important that the right to property under the decision of a competent tribunal, if it was to be questioned at all, should be questioned at once. Formerly there was no limit of time for the bringing of an appeal. Then the practice sprang up of not allowing a re-hearing after the expiration of twenty years. That practice was afterwards embodied in a general order of the Court of Chancery. By a subsequent general order the twenty years was cut down to five. By the Judicature Rules the time was again cut down to one year. The rights of persons were fixed after the expiration of one year, unless, under special circumstances, special leave to appeal was given by the Court of Appeal. Formerly, the judges were much more ready than now to listen to a demand for a re-hearing after the expiration of the twenty years, and circumstances were then considered special which would not be so considered now. Since the Judicature Act this rule had been laid down, that in general the court would not allow an appeal after the expiration of the time, unless the respondent had done something to create an equity against him. What, then, was the case of the present applicant? He said that the order of 1836 was wrong, because the court had given a wrong meaning to the word "surviving." That was a word the construction of which had perhaps caused more difference of opinion among judges than any other word in the English language. There was no hard and fast rule as to its construction; it was a question as to the meaning of the whole will. There might possibly have been some other passage in the will which led the Vice-Chancellor to depart from the ordinary construction of the word. The applicant was now the sole survivor of the testator's seven children—that is to say, he took his chance during forty-six years of dying during the life of the tenant for life, in which event his estate would have been augmented by the Vice-Chancellor's order as it stood, and now, having had that advantage for forty-six years, the event having happened in his favour, he wanted to have the order altered. This was a special circumstance adverse to allowing an appeal. The cases of *Brandon* v. *Brandon* (8 D. M. & G. 365), and *Walmsley* v. *Foxhall* (1 D. J. & S. 451), which had been relied on, were entirely different from the present case. In the former there was an obvious error in the decree. In the latter there had been a declaration of future rights in the decree, but the proper persons to argue the question had not been before the court. In the present case everyone who by any possibility could be entitled was of age and was before the court. Moreover, there the applicant came to the court only four years after the expiration of the time. Here he came forty-five years after. It would be an outrageous exercise of the discretion of the court to grant the present application. COTTON, L.J., and LINDLEY, L.J., concurred.—SOLICITORS, *Henderson & Buckle; Loxley & Morley.*

WITNESS—RIGHT TO REFUSE TO ANSWER—ANSWER TENDING TO CRIMINATE—DISCRETION OF JUDGE.—In a case of *Ex parte Reynolds*, before the Court of Appeal on the 16th inst., the question arose whether, when a witness under examination declines to answer a question, on the ground that his answer might tend to criminate himself, he is to be the sole judge whether he will answer, or whether he can be excused from answering only if the judge is satisfied that there is reasonable ground for apprehending danger to the witness if he should answer. The examination in the present case was of a witness who had been summoned for examination by the trustee in a bankruptcy, under section 96 of the Bankruptcy Act, 1869. The witness refused to answer a number of questions, on the ground that his answer might tend to criminate himself. The registrar referred the matter to the Chief Judge, who held that the witness must answer, and his decision was affirmed by the Court of Appeal (JESSEL, M.R., and COTTON and LINDLEY, L.JJ.). JESSEL, M.R., said that there were several *dicta* on the point, and there was one decision in 1861 of the Court of Queen's Bench (consisting of Cockburn, C.J., and Crompton, Hill, and Blackburn, JJ.), in *The Queen* v. *Boyes* (1 B. & S. 311). The judgment of the court was delivered by Cockburn, C.J., and he said:—"We are clearly of opinion that to entitle a party called as a witness to the privilege of silence, the court must see, from the circumstances of the case, and the nature of the evidence which the witness is called to give, that there is reasonable ground to apprehend danger to the witness from his being compelled to answer. We, indeed, quite agree that, if the fact of the witness being in danger be once made to appear, great latitude should be allowed to him in judging for himself of the effect of any particular question, there being no doubt, as observed by Alderson, B., in *Osborn* v. *The London Dock Company* (10 Ex. 698, 701), that a question, which might appear at first sight a very innocent one, might, by affording a link in a chain of evidence, become the means of bringing home an offence to the party answering. Subject to this reservation, a judge is, in our opinion, bound to insist on a witness answering, unless he is satisfied that the answer will tend to place the witness in peril." That decision was not technically binding on this court, but the Master of the Rolls said that he should differ from it with very great hesitation. He thought it stated the law correctly, and that, if it was necessary for this court to affirm it, they would be acting well and wisely in so doing. The rule was stated in the same way in the standard works on Evidence of Mr. Best, Mr. Phillips, and Mr. Pitt Taylor, who also pointed out that, if a witness was allowed to escape from answering on his own mere statement that his answer might tend to criminate himself, this would always enable a witness friendly to an accused person to decline to give any evidence at all—an evil so great as to outweigh the possibility that sometimes the compelling a witness to answer might assist in convicting him of a crime out of his own mouth. And even those judges who had entertained the opposite view, that the statement of the belief of the witness, that his answer would tend to criminate him, was to be received as conclusive, had always said that there was an exception in the case of manifest *mala fides* on the part of the witness. In the present case his lordship believed that the witness had declined to answer merely because he did not wish afford any assistance to the creditors of the bankrupt. He must, therefore, answer the questions, though, of course, he would still be entitled to object to answer any particular question which would obviously tend to criminate him, or which, in the opinion of the judge, would reasonably tend to do so. COTTON, L.J., said that he adhered to the decision in *The Queen* v. *Boyes*. LINDLEY, L.J., said that he had always regarded the point as settled by *The Queen* v. *Boyes*. The rule was settled twenty years ago, and this court ought not to disturb it.—SOLICITORS, *G. S. & H. Brandon; Bellamy, Strong, & Baker.*

TRESPASS—NUISANCE—OBSTRUCTION ON LAND—CAUSE OF ACTION—REVERSIONER—WEEKLY TENANT.—On the 17th inst., the Court of Appeal (JESSEL, M.R., and COTTON and LINDLEY, L.JJ.), affirmed the decision of Fry, J., in the case of *Cooper* v. *Crabtree* (*ante*, p. 110, L. R. 19 Ch. D. 193). The defendant, whose land immediately adjoined that of the plaintiff, had erected a hoarding on poles, for the purpose of preventing the access of light to a window in a cottage which stood on the plaintiff's land. The plaintiff alleged that the poles had been improperly placed on his land; the defendant said that they stood on his own land. The plaintiff also alleged that the hoarding made a rattling and creaking, and that it caused an intolerable nuisance to himself and his tenant. And he claimed an injunction to restrain the trespass, and, in any event, an injunction to restrain the nuisance, and also damages. The tenant of the cottage, who was only a weekly tenant, gave evidence of the nuisance to himself and his family, but the plaintiff adduced no evidence of injury to the reversion. Fry, J., said that a reversioner could not maintain an action of trespass; such an action could be maintained only by a person who was in the actual possession of land. A reversioner might maintain an action in the nature of an action on the case in respect of an entry on his land, or a nuisance. But then he must show either an actual injury to the reversion, or that the act complained of was of such a permanent character that it must necessarily injure the reversion. Neither of these things had been shown, and therefore the action must be dismissed. On the hearing of the appeal the case of nuisance was abandoned, and the plaintiff relied solely on the alleged trespass. And the court affirmed the decision of Fry, J., on substantially the same ground.—SOLICITORS, *Jaques & Layton; Williamson, Hill, & Co.*

ACTION OF DECEIT—MISREPRESENTATION—ONUS OF PROOF—PROSPECTUS OF COMPANY.—In a case of *Smith* v. *Chadwick*, before the Court of Appeal on the 17th inst., the action was brought by a shareholder in a company to recover damages from some financial agents, who had been employed to bring out the company, on the ground that the plaintiff had been induced to subscribe for shares by fraudulent representations contained in a prospectus issued by the defendants. Fry, J., had decided in the plaintiff's favour, but his decision was reversed by the Court of Appeal (JESSEL, M.R., and COTTON and LINDLEY, L.JJ.). JESSEL, M.R., said that the action was brought to recover damages from the defendants for inducing the plaintiff to take shares in the company by means of false and fraudulent representations—that is, by means of representations which were material to induce him to take the shares, and which were either false to the knowledge of the defendants, or were made by them so recklessly without knowledge of the facts that in a court of law they would stand in the same position as if the statements had been false to their knowledge. The questions, therefore, were whether any such representations had been made by the defendants to the plaintiff, whether they were false to the knowledge of the defendants, or were made by them so recklessly that they were equally liable, and whether the representations were material to induce the plaintiff to take the shares. The law on the subject was clear. A man might issue a prospectus containing statements which he believed to be true, but, if he had made them recklessly, without inquiry, he would not be allowed to escape merely because he had good intentions. If the statements were such

that the court could see that they were material to induce the plaintiff to act on them, it would be assumed that he did act on them. It might be shown that he did not rely on them, by showing either that he knew all the facts, or that he had bound himself in some way not to rely on them, but to take the risk himself, or he might have stated that, in fact, he did not rely on them. But, if it was not shown in one of these ways that the plaintiff did not rely on representations which were material, the assumption was that he did rely on them. There might be cases in which it was not obvious what the meaning of the statements was. If a statement was so ambiguous that the court could not tell what it meant, the plaintiff must tell the court what he did rely on, in what sense he understood the statement. It would not do for him to say, "I relied on the statement in the prospectus whatever its meaning might be. Find out the meaning for me." He might have thought it had quite a different meaning from that which the court gave to it. Again, the defendant in an action for deceit would be excused if he had reasonable ground for believing the statement which he had made to be true, and, moreover, a mis-statement might be so trivial as to give no ground for an action. Here the plaintiff said he understood the statements in the prospectus to mean what the words composing them obviously conveyed, and that he was unable to express in any other words what he understood to be their meaning. That was not dealing fairly with the court nor with the defendants. He was not entitled to say he relied on the representations, but to refuse to tell what was the meaning he put upon them was.

One of the alleged misrepresentations was that the prospectus had stated the name of a person as a director of the company when he had, in fact, withdrawn his name. JESSEL, M.R., said that no doubt the directors were an important element in forming a judgment as to whether a man would take shares in a company, but then he must know something about them. There might be, of course, names so well known that the court could come to the conclusion that the name of even one director might influence people in joining the company. For instance, it would be an obvious inducement in the case of a new bank if the chief partner in Rothschilds' was on the list of directors. But, if the public were told that Jones, of the Newent, or Robinson of Ratcliff-highway, were directors, that alone would not do. Still, if the plaintiff said that Jones or Robinson was his great friend, that he had always followed his advice, and that it was his name which had induced him to take shares, that would be enough. In the absence of such evidence it was impossible to support an action of deceit on the ground that one man who had consented to become a director, but had withdrawn, had wrongly been put on the list of directors.

Another alleged misrepresentation was that the purchase-money to be given for the business which the company was to acquire was, as stated in the prospectus, to be paid partly in cash and partly in paid-up shares, and the cash was to be paid by instalments, but the prospectus did not state, what was the fact, that the instalments were to bear interest. JESSEL, M.R., said that this was a mere omission. If a man stated falsely the contents of a written document, he could not escape by saying he had offered to show the document. But, if he only stated part of the contents, and said the whole was in a document open to be inspected, it was different. The common case of a lease with restrictive covenants might be taken. A vendor might properly state some of the covenants of a lease, and say nothing about a restrictive covenant against carrying on a trade; but, on the other hand, it would be wrong for him to say there was no restrictive covenant. In the present case the plaintiff was not entitled to complain. Fry, J., had relied on the language of Lord Cairns in *Peek* v. *Gurney* (L. R. 6 H. L. 403), "There must, in my opinion, be some active mis-statement of fact, or, at all events, such a partial and fragmentary statement of fact as that the withholding of that which is not stated makes that which is stated absolutely false." Here the statement was absolutely true. What Lord Cairns referred to was a case where what was concealed cut down what was stated, as, for instance, if a vendor said he had an estate in fee, concealing the fact that it was leased; for an estate in fee alone would mean an estate in possession, so that to state it as an estate in fee alone would be absolutely false. And JESSEL, M.R., cited with approval the words of Turner, L.J., in *Jennings* v. *Broughton* (5 De G. M. & G. 140), "Although I think it is the undoubted duty of this court to relieve persons who have been deceived by false representations, it is equally the duty of this court to be careful that, in its anxiety to correct frauds, it does not enable persons who have joined with others in speculations to convert their speculations into certainties at the expense of those with whom they have joined." COTTON, L.J., said that the action was in the nature of a simple common law action of deceit, and it was necessary for the plaintiff to prove that the misrepresentations had been made by the defendants with knowledge or recklessly, and also that he was deceived by them, and induced to act upon them to his prejudice, upon which prejudice he claimed damages. A mere omission, unless it made the whole statement untrue, was not enough to support an action of deceit. There being some doubt as to the meaning of the prospectus, the plaintiff ought to have stated in what sense he took it. His lordship referred to what he said in *Arkwright* v. *Newbold* (17 Ch. D., p. 324), "In my opinion it would not be right in an action of deceit to give a plaintiff relief on the ground that a particular statement, according to the construction put on it by the court, is false, when the plaintiff does not venture to swear that he understood the statement in the sense which the court puts on it. If he did not, then, even if that construction may have been falsified by the facts, he was not deceived." LINDLEY, L.J., said that the plaintiff, in effect, said he had taken shares on the faith of the prospectus, and wanted the court to spell out what was material and what had misled him. That was for him to do.—SOLICITORS, *Darley & Cumberland; Ashurst, Morris, & Co.*

PRACTICE—APPOINTMENT OF RECEIVER—ABSENCE OF OWNER OF LEGAL ESTATE—JUDICATURE ACT, 1873, s. 25, SUB-SECTIONS 5, 8.—In a case of *Berry* v. *Kerr*, before the Court of Appeal on the 22nd inst., an appeal was brought from an order appointing a receiver of the rents of land which the plaintiffs sought to recover from the defendants. The plaintiffs claimed to be beneficially entitled to the land under a will, and they alleged that the defendants were in possession without any title whatever. The legal estate was outstanding in some mortgagees of the testator. The appointment of a receiver was objected to on the ground that it had been made in the absence of the owners of the legal estate, reliance being placed on *Dunn* v. *Ferrier* (16 W. R. 922, L. R. 3 Ch. 719). The court (JESSEL, M.R., and COTTON and LINDLEY, L.JJ.) dismissed the appeal. JESSEL, M.R., said that section 25 of the Judicature Act was intended to do away with such decisions as *Dunn* v. *Ferrier*. Under the present practice a receiver of the rents of land could, in a proper case, be appointed in the absence of the owner of the legal estate.—SOLICITORS, *Brook & Chapman; G. E. Carpenter.*

LEASE — AGREEMENT — FORFEITURE — PROVISO FOR RE-ENTRY — ACTION TO RECOVER POSSESSION—JUDICATURE ACT, 1873, s. 25.—In a case of *The Commissioners for the Exhibition of* 1851 v. *The Royal Horticultural Society*, before the Court of Appeal on the 22nd inst., the action was brought to recover the possession of land which the plaintiffs had, by an agreement in writing, agreed to demise to the defendants, on the ground that the plaintiffs were entitled to re-enter under the terms of a proviso for re-entry contained in the agreement. No lease had been executed. Fry, J., held, on the construction of the agreement, that no breach had happened entitling the plaintiffs to re-enter. The Court of Appeal (JESSEL, M.R., and COTTON and LINDLEY, L.JJ.) reversed the decision. And JESSEL, M.R., observed that since the Judicature Act the effect of a holding under an agreement for a lease is the same at law as in equity. In such a case now, both at law and in equity, the tenant holds under the agreement, and is not simply, as he was formerly at law, a tenant from year to year. The result is that in every court he is now liable to be ejected, if he would have been liable to be ejected supposing that a lease had been actually granted in pursuance of the agreement. And now a mortgagor could maintain an action to recover possession of land, though the legal estate was outstanding in the mortgagee.—SOLICITORS, *Fladgate, Smith, & Fladgate; Webb, Stock, & Burt.*

APPEAL—EXTENSION OF TIME—EX PARTE APPLICATION—FORM OF NOTICE OF MOTION—ORD. 58, R. 15.—In a case of *Berry* v. *Gawkroger*, before the Court of Appeal on the 22nd inst., an application was made *ex parte* for leave to serve a notice of motion for leave to appeal from the order made on the further consideration of the action, notwithstanding the expiration of the time for appealing, on the ground that there was on the face of the order an evident error which had only recently been observed. The court (JESSEL, M.R., and COTTON and LINDLEY, L.JJ.) at first expressed some doubt whether such an application should be made *ex parte*. But ultimately they gave leave to serve the postponed notice of motion, and to include in it a notice of appeal from the order on further consideration, in case the leave to appeal should be granted, and the court said that the notice might also include a notice of a motion to vary the chief clerk's certificate, upon the footing of which the order on further consideration had been made.—SOLICITORS, *Peace & Co.; Williamson, Hill, & Co.*

PRACTICE—MODE OF TRIAL—RIGHT OF DEFENDANT TO JURY—ORD. 36, RR. 3, 26.—In a case of *Clarke* v. *Skipper*, before Fry, J., on the 13th inst., a question arose as to the right of a defendant, in what would have been formerly a chancery action, to have the issues of fact tried by a jury. The action was brought to restrain the commission of an alleged nuisance by noise. The writ was issued on the 7th of January, and on the 2nd of February a motion by the plaintiffs for an interlocutory injunction came on to be heard by Fry, J. The plaintiffs' counsel then proposed that the motion should stand over to the trial of the action, with liberty to the plaintiffs to apply to expedite the trial when the parties should be ready. This was assented to by the defendants' counsel, and an order to that effect was made. After this both sides delivered their pleadings, the plaintiffs' reply being delivered on the 2nd of March, and on the same day the plaintiffs gave notice of trial of the action before Fry, J. On the 6th of March the defendants gave notice to the plaintiffs, under rule 3, that they desired to have the issues of fact tried before a judge and jury, and they afterwards moved before Fry, J., that, notwithstanding the plaintiffs' notice of trial, the issues of fact might be tried before a judge and jury, pursuant to the defendants' notice. The plaintiffs opposed the application, urging (*inter alia*) that what took place on the 2nd of February amounted to a bargain between the parties that the trial should be before a judge alone, and that, if the application was granted, the plaintiffs would lose the advantage of having the trial expedited, for which they had given up their application for an immediate interlocutory injunction. FRY, J., however, granted the defendants' application. He said that the action was one which fell within rule 26, which made the right to a jury, given to the defendants by rule 3, subject to the discretion of the court. His lordship was of opinion, both on the construction of the rules and on the decisions, that the defendant had a *primâ facie* right to a jury; in other words, that the burden of showing that the court ought to exercise its discretion in refusing a jury rested on the plaintiff. And his lordship was of opinion that what took place on the 2nd of February did not amount to any bargain between the parties as to the mode of trial. It was for the plaintiffs to make the application which they then made, but it was for the court to decide whether it ought to be granted, and though the assent of the defendants' counsel facilitated the decision, yet it was not a material element in inducing the plaintiffs to shape their course. The plaintiffs had not shown any sufficient ground for depriving the defendants of their *primâ facie* right to a jury. If necessary the plaintiffs could now move for an interlocutory injunction.—SOLICITORS, *Vandercom, Hardy, & Outway; Wilkins, Blyth, & Dutton.*

ADMINISTRATION ACTION—SUMMARY JUDGMENT FOR ACCOUNT—WILFUL DEFAULT—DISTRICT REGISTRAR—JURISDICTION—ACCOUNTS—FORM OF REPORT—JUDICATURE ACT, 1873, ss. 64, 66—ORD. 3, R. 8—ORD. 15, R. 1—ORD. 35, RR. 1a, 4.—In a case of *Bennett* v. *Bowen*, before Fry, J., on the 18th inst., the question arose whether an account against an executor on the footing of wilful default is an "ordinary account," within the meaning of rule 8 of order 3, so that a summary judgment for such an account, in default of appearance of a defendant executor, can be given under rule 1 of order 15. FRY, J., said that it was perhaps not very easy to draw the border line as to the accounts which were meant to come within rule 8 of order 3, but, having regard to the broad distinction which had always existed between an account against an executor where wilful default was alleged and proved, and an account where there was no such allegation or proof, he could not hold that an account on the footing of wilful default was an "ordinary account." Therefore a summary judgment for such an account could not be given under rule 1 of order 15.

There was the further question whether a district registrar has power to make a summary order for an account in a case which properly falls within rule 8 of order 3, and rule 1 of order 15. FRY, J., held that, by virtue of rule 1a of order 35, and rule 4 of the same order, which provides that "where an action proceeds in a district registry, the district registrar may exercise all such authority and jurisdiction in respect of the action as may be exercised by a judge at chambers," a district registrar has power to make such a summary order. His lordship also held, following the decision of Hall, V.C., in *In re Smith* (25 W. R. 452, L. R. 6 Ch. D. 692), that, if the judgment directs that the accounts which it orders to be taken shall be taken in the district registry (but not otherwise), the accounts can be taken there. His lordship also said that the report made by a district registrar to the court of the result of the accounts which he has taken ought to be in the form of a chief clerk's certificate, showing on the face of it the materials upon which the registrar has proceeded, and the persons who were represented before him.—SOLICITORS, *H. Keeble; Robert Carter*.

WILL—ATTESTATION—ACKNOWLEDGMENT—REQUEST BY THIRD PERSON.—In the Probate, Divorce, and Admiralty Division, on the 21st inst., a motion was made (*In the Goods of Bishop*) for probate of a will under the following circumstances:—The will was prepared by the person whom the testator had named as executor, and was duly executed in the presence of the executor and of the wife of the latter. The executor immediately afterwards sent for two other persons, who, in the hearing of the testator, he requested to attest the will. They accordingly signed their names as witnesses, and on their leaving the room the testator thanked them for what they had done. HANNEN, P., held that there had been a due acknowledgment of the testator's signature to the attesting witnesses, on the authority of *Inglesant* v. *Inglesant* (L. R. 3 P. D. 172). In that case the testatrix had herself sent for the attesting witnesses, but in the present case, although another person had sent for them, the request for their signature was made in the presence and hearing of the testator, and he afterwards thanked them for signing the will. It must, therefore, be inferred that he understood what was done, and the will would be admitted to probate.—SOLICITOR, *Sealy*.

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

(Before NORTH, J., at Chambers.)

March 9.—*Edwards* v. *Mallam; Kelsey, claimant.*

This was an interpleader summons which came on for hearing before Mr. Justice North, sitting at chambers, and involved a decision upon a point of considerable practical importance. The facts, as to which there was no dispute, were as follows:—The defendant was a tailor at Farnham, in Surrey, and on February 16 last, being in difficulties, he executed a deed by which he assigned all his property to the claimant, W. Kelsey, as trustee for realization and distribution among such of his creditors as should be willing to execute and take the benefit of the deed and release him from the debts due to them. On the same day, February 16, the claimant took possession of the property included in the deed of assignment, and he remained in possession until March 2, when the sheriff of Surrey seized under a *fi. fa.* in execution of a judgment obtained by the plaintiff. The claimant thereupon produced the deed of assignment, but the sheriff refused to withdraw, upon the ground, as the fact was, that the deed had not been executed by the claimant or any of the creditors. On March 4 the claimant executed it as trustee, and also as a creditor, the sheriff having taken out the usual interpleader summons. At the hearing,

J. C. Earle, for the claimant, urged that the case was governed by the decision in *Siggers* v. *Evans* (24 L. J. Q. B. 305), and that the property passed under the deed so soon as it was communicated to and assented to by the claimant, who, being a creditor, could not be said to be a mere agent of the defendant.

Lush-Wilson, for the plaintiff, relied upon the fact that at the time of the levy the deed did not appear to have been assented to by any of the creditors, and contended that the case cited was not now law.

NORTH, J., however, was of opinion that this case was governed by that of *Siggers* v. *Evans*, and that as the claimant was a creditor, and so a beneficiary under the deed, the deed was not revocable by the defendant after the claimant had unequivocally shown his assent to it, and he, therefore, allowed the claim.

Solicitor for the plaintiff, *William Morley*.
Solicitor for the claimant, *William Sturt*.
Solicitors for the sheriff, *Abbott, Jenkins, & Co.*

SOLICITORS' CASES.

QUEEN'S BENCH DIVISION.

(Sittings *in Banc*, before GROVE, J., and HUDDLESTON, B.)

March 22.—*In re W. H. Brown, Solicitor.*

Alfred Wills, Q.C., and *W. Murray*, appeared for the Incorporated Law Society in support of the rule.

G. Sills appeared for the defendant to show cause.

This matter was referred to Master Brewer by an order of November 22, 1881, and he made the following report thereon after hearing the evidence adduced and reading the affidavits:—"First, that in August, 1877, the defendant received from the bankers of one Francis Hill, administratrix, £1,139 7s. 5d. for investment, but instead of investing it he wilfully lent and misapplied it in his own name, together with £360 12s. 7d., making £1,500, without any security whatever, to J. H. Bryan; and afterwards, in January, 1878, the affairs of the defendant went into liquidation, and J. H. Bryan afterwards repaid the whole of the £1,500 to the trustee under that liquidation, and Mrs. Hill thereby has lost £1,139 7s. 5d. Secondly, that the defendant by misrepresentation and concealment on July 20, 1877, obtained from Mrs. Hill a power of attorney for the transfer and sale of £2,000 worth of stock in the New Three per Cent. Consols, standing in the name of Thomas Hill, deceased, by which the defendant on July 26 sold them and received the proceeds thereof (£2,000), and wilfully and corruptly misapplied them, amounting to £1,896 18s. 6d., by paying these proceeds into his banking account with the Leicestershire Bank; and at the time of the payment the defendant's account was overdrawn to the extent of £7,635, which the defendant well knew. Thirdly, that in 1870 the defendant received for one Mary Pridmore £2,500 to be placed out on mortgage; and the defendant informed her that he had so placed it, whereas in truth and fact the defendant never placed it on mortgage at all, but appropriated it to his own use, and never informed her of it, and she has lost that sum. Fourthly, that one Samuel Stokes died in 1873, and appointed Richard Greaves and the defendant trustees under his will, and the defendant as such trustee received for the estate £4,025 10s. 3d. after Stokes's death, and before 1875; but the defendant has in no way accounted for that sum or any part of it, but has applied the same to his own use. Richard Greaves, the co-trustee, has filed an affidavit, in which he says, 'I do not blame the defendant, or make any complaint against him.' Fifthly, that the defendant received from J. C. Sowerby, about eighteen months before the defendant's liquidation, £8,000 to pay off a mortgage; but he neglected and failed to pay it off, and has applied the same to his own use. There has been a dividend of 5s. in the pound paid on all these sums, which amount to £17,561 5s. 11d." It appeared that Mr. Brown was tried in London in the Court of Queen's Bench before Mr. Justice Watkin Williams about these matters in December, 1880, when the jury found him not guilty.

Sills, in showing cause, said this mode of carrying on business was no doubt irregular and could not be defended; but no fraud was intended by his client in the first instance. It was not a case of a man being in difficulties and resorting to these means to extricate himself therefrom. The bank knew of these transactions, and were a party in a sense to them; for they knew he was overdrawing, and held securities of his up to over £7,000.

A. Wills said there was no evidence of any such knowledge or countenance in the bank.

Sills said his client had carried on his business with admirable success for twenty-three years. In two cases of misapplication all the money had been repaid, and no complaint had been made. When the defendant was on his trial for a criminal offence, the difficulty was to choose what witness to call to character, so many presented themselves; the chairman of quarter sessions, the clerk of the peace, and men of large business testified to his good name. The county people were all satisfied that this trouble was due to the defendant's being dragged down by the bankruptcy of a client called Ingram, who owed him £8,000. As a result no public appointment held by the defendant had been abandoned, and he still remained the receiver on several large estates. He begged the court to deal as leniently with the case as the circumstances warranted.

Wills was not called on by the court to argue, and

GROVE, J., in delivering judgment, said:—It has been my misfortune to sit and hear many cases of this sort; but I do not know that I ever met a stronger or worse case. Here is a solicitor charged with misappropriation of moneys in five cases; and the master finds that in most, if not all of them, this has been done wilfully and corruptly. One sum was intrusted to him for investment, but Mr. Brown paid it into his bank in his own name. Another sum was intrusted to him to take care of, to be handed over on the death of the person who gave it to him; that was dealt with in the same way. Then came the sum he misapplied under the will of Mr. Stokes. The whole matter of mitigation urged is, that he was dragged into difficulties by the failure of Ingram; that he would have paid the money back if he had had the funds. Is there any forger or embezzler tried at the Old Bailey who does not seek to avail himself of the same defence? But, assume that he would have paid the money back which he misapplied in placing in a bank on which he was overdrawing to any extent they would allow him, how is that any excuse? It is a fundamental duty of the solicitor's office that he must not traffic with his client's money for his own use. It is as bad a case as one can well conceive. It seems to me that this court has no option in the matter, but that Mr. Brown must be struck off the rolls, expressing the opinion that our utmost punishment is quite inadequate to the offence.

HUDDLESTON, B., concurred in that last remark, and said:—I had occasion at the summer assizes of 1880 to read the depositions in this case when Mr. Brown was to be tried at Oakham, and I expressed a decided

opinion thereon to the grand jury. But I found that some indiscreet admirer of Mr. Brown's had endeavoured to corrupt the body of jurors from which the jury were to be summoned to try his case, that he had called on them and tried to influence them in various ways. As I found that thus the fountains of justice were, as it were, poisoned, I felt it necessary to postpone the case and to order the person who had interfered to be punished. I am bound to say that it was not brought home to Mr. Brown that he had ordered this to be done or sanctioned it in any way. The prosecution was then removed to London, and Mr. Brown was tried and acquitted. Whatever opinion as to his criminality the jury may have formed cannot influence us if we are satisfied with the facts. An officer of the court has been conclusively found guilty of a scandalous violation of his duty to this court and his clients. Each one of the five cases proved would be a justification for his suspension from practice as a solicitor. His lordship then dealt with the sums obtained by misrepresentation and concealment from an illiterate and aged woman. As to another sum handed to him by a lady, she said it was for investment on mortgage; but his version of the affair was very much worse—that it was given to keep as a sacred duty to be handed over to some one else after her death. As to the £4,025 under Mr. Stokes's will, it was said his co-trustee found no fault with Mr. Brown in regard to that; but he might have ingratiated himself in some way with his co-trustee. Although this court does not investigate criminal matters, it certainly will take notice of gross and wilful negligence. As to the £8,000 handed to him by Mr. Sowerby to pay off a mortgage, Mr. Brown said there was a little difficulty in arranging the matter. But the master finds that the money was paid to him eighteen months before his liquidation, and that there was plenty of time to pay it off. It is said that Mr. Brown has long borne a high character among his county neighbours; but it is just that high character which has enabled him to commit these frauds. Those who do these things generally do bear an outward appearance of honesty, respectability, and morality. And if the public still continues to hold this opinion of Mr. Brown, all I can say is the sooner the public is undeceived the better.

Rule absolute.—*Times.*

SOCIETIES.

LAW UNION FIRE AND LIFE ASSURANCE COMPANY.

The annual general meeting was held on the 16th inst., Mr. James Caddon (chairman) presiding.

Mr. F. McGEDY (actuary and secretary) read the notice convening the meeting and the minutes of the previous meeting. The report and accounts were taken as read. The following is a copy of the report:—

The directors have pleasure in submitting to the shareholders the accounts of the company for the financial year ended November 30, 1881, being the twenty-seventh year of the company's operations. The new insurances for the year, in the fire department, were 6,904 in number, and amounted to £5,979,473, yielding in new premiums the sum of £7,650 0s. 8d. In the life department 264 new policies were issued, insuring the sum of £278,301, the new premiums upon which amounted to £11,355 8s. 2d., of which £4,638 1s. 3d. were single premiums. Thirty life annuities were granted for £2,021 10s. per annum, the purchase-money for which amounted to £20,760 6s. 7d. Eight annuitants died during the year, resulting in the falling in of annuities to the amount of £334 14s. 6d. per annum. The net losses in the fire department were £9,393 5s. 1d. The claims under life and endowment policies amounted to £43,099 1s. 10d. (less re-assurances). The total number of policies in force in the life department at the close of the year was 3,279, insuring the sum of £2,812,759 (including bonus additions). The gross income for the year was £178,415 18s. 8d., inclusive of purchase-money received for granting annuities. The average rate of interest obtained on the total assets of the company was £4 4s. 6d. per cent. The excess of receipts over expenditure for the year in the life department was £54,865 10s. 3d., by which sum the life assurance fund has been increased. The total receipts of the fire department (less re-insurance) were £38,816 4s., and the total payments amounted to £20,766 0s. 9d., leaving a surplus on the year's account of £18,050 3s. 3d. Out of this surplus the sum of £4,000 has been added to the fire insurance fund, which now stands at £40,000, being more than one year's net premium income. The remainder of the surplus, namely, £14,050 3s. 3d., has been carried to the profit and loss account, making the balance at credit of that account £39,081 7s. 5d. The directors recommend to the shareholders the payment out of such balance of a dividend of 3s. per share and a bonus of 1s. per share, making together a dividend and bonus of 4s. per share, which is equal to a distribution of £20,000 for the year. There will be then remaining at credit of profit and loss account the sum of £19,081 7s. 5d. The dividend will be paid as usual on the 1st of June and 1st of December, but the bonus of 1s. per share, if agreed to, will be paid forthwith.

The CHAIRMAN said—Gentlemen, the accounts before you are so plain and explicit, and present such satisfactory results, that I feel it is quite unnecessary to say one word about them. It may, however, not be amiss just to remark that the new life policies for the past year average £1,049 per policy, while in the previous year that average was £980. Sixty-four policies became claims during the past year, the average amount thereof having been only £595, while the average amount of the subsisting policies was £857. Eighty-six policies, insuring the aggregate sum of £64,872, lapsed, the annual premiums whereon amounted to £1,369 16s. 8d. Forty-six policies, for the aggregate amount of £56,991, were surrendered, the annual premiums on those policies having been £1,346 3s. 10d. One of the best proofs of the great prosperity of the company is that during the space of three years the shareholders have received in the shape of dividend and bonus a sum nearly equal to the whole paid-up capital, and yet we have still in hand £19,000 undivided profits applicable to future dividend and bonus. The eyes of the shareholders are, however, sufficiently open to the value of their property, and need no hints from me upon the subject. Before moving the adoption of the report, I shall be happy to answer any questions should any gentleman desire further information.

No one asking any question,

The CHAIRMAN moved the adoption of the report.

Mr. C. PEMBERTON (vice-chairman).—I have much pleasure in seconding that motion, and I wish I could have seen a larger number of shareholders here, in order that I might have pointed out to them the importance of their co-operating with us with the view of extending the business. I can only say I hope the future will be as prosperous as the past has been with this company.

The report was adopted unanimously.

Mr. HARCOURT MASTER proposed, "That the recommendation of the directors in their report now read as to the payment of dividend and bonus be adopted, and that a dividend of 3s. per share and a bonus of 1s. per share, free of income tax, be paid to the shareholders for the financial year ending on the 30th of November, 1882, the dividend to be payable as usual on the 1st of June and the 1st of December, and the bonus to be distributed immediately."

Mr. H. ROSCOE seconded the motion, which was agreed to.

On the motion of Mr. EDMUND JAMES, seconded by Mr. RICHARD WARD, the following directors, who retired in pursuance of the terms of the deed of settlement, were unanimously re-elected:—Messrs. G. M. Arnold, F. Charsley, Charles Cheston, William Crossman, G. D. Harrison, Henry Mason, H. Munster, George Thomas, F. R. Ward, H. S. Wasborough, J. R. Wool, and Sir Erasmus Wilson.

On the motion of Mr. A. R. OLDMAN, seconded by Mr. H. E. BURY, Mr. Theodore Waterhouse was re-elected an auditor on behalf of the shareholders.

The CHAIRMAN, on behalf of the board, appointed Mr. James J. Darley as the directors' auditor.

Mr. H. ROSCOE proposed that the sum of seventy-five guineas be paid to each of the auditors. He felt quite sure that, although this amount was an increase of twenty-five guineas over the preceding year, the shareholders would feel that it was by no means an excessive payment for the services which the auditors rendered. The company's figures were growing year by year, and necessitated a good deal of care and attention, which he was sure the auditors had never failed to bestow when they were called upon to discharge their duties.

Mr. E. JAMES seconded the motion, and it was agreed to.

The CHAIRMAN next proposed a vote of thanks to the solicitor, Mr. George Burges, for his great assiduity and attention to the business of the company.

Mr. C. PEMBERTON seconded the motion, and it was carried, and briefly acknowledged by Mr. BURGES.

The CHAIRMAN.—I beg to propose a vote of thanks to the actuary and staff for the able and energetic manner in which they have conducted the business of the company. I am sure that the shareholders are very much indebted to those gentlemen for the advantages they are receiving, and I can testify to the fact that the greatest possible attention is paid by all of them to the smallest point of detail which may arise in the business transactions of the office.

Mr. PEMBERTON.—I have great pleasure in seconding that motion, as I also can testify to the good qualities of our excellent actuary, who never loses an opportunity of doing his utmost for the good of the company.

Mr. GEORGE TAYLER.—Before the proposition is put to the vote, I should like to say one word. I have not been here now for some years, although as an original shareholder I used at the commencement to attend these meetings occasionally. Now I am here I must say the success of the company has been so great and so marked that every one who has been connected with it for a great number of years, as I have, must feel that some reference should be made on these occasions to the great services rendered by the actuary and the other officers; and therefore I rise to express my personal thanks, not only to them, but to the directors past and present for their efficient services. I would respectfully suggest that, as a bonus is being given to the shareholders, the directors might consider whether this is not a fitting opportunity to make some substantial recognition of the services of the actuary and staff. I should certainly very much approve of something of the kind being done, and it seems to me that this is a favourable occasion for doing it. However, I throw out the suggestion, leaving it to the consideration of the directors, although if it is in order for me to make a motion on the subject I shall be happy to do so.

The CHAIRMAN.—No doubt the directors will at their next or some early meeting be glad to take the matter you suggest into their consideration. I think you may safely leave it to the board.

The resolution was carried unanimously.

Mr. F. McGEDY.—I rise on my own behalf and that of the staff to return my sincere thanks to the gentlemen present for the very kind vote which they have just passed. I wish especially to refer to the services of Mr. Rogers, chief of the fire staff, and of Mr. Macpherson, chief of the life staff, who discharge their duties very energetically, and I may say that all the clerks do their best to promote the interests of the company. The past year and the two preceding years have been exceedingly prosperous for the office, but, of course, we cannot expect that this great prosperity will always continue. We must make up our minds to experience a little adver-

sity some time or other, and I hope that when that time comes you will appreciate as you have done hitherto the services which we render. I may mention that one of the largest fire insurance companies in London, with an influential board of directors, obtained in premiums last year £723,475, and the claims and expenses were £712,175, leaving a surplus on the year of £11,300 only. That was the experience of a first-class office, and I only allude to it for the purpose of showing that, although our business is small in comparison, yet we have out of a fire premium income of £37,000 been able to put away £17,000. I often hear it said in the City, "Oh, you are a small fire office;" and no doubt we are as compared with offices having an income of hundreds of thousands, derived from foreign business and special risks; but, although small, our business is of a very high character.

The CHAIRMAN.—Perhaps I may add that whenever we attempt to get an enormous income for the sake of the large figures, from that time our prosperity will cease. It is only by being extremely cautious and accepting only good business that this state of things can by possibility arise. We found that to be the case before we gave up the foreign business.

Sir ERASMUS WILSON.—I have your permission, I think, Sir, to say a few words on the present occasion. Our meeting has been one of great unanimity. If it were permissible to make use of such a word as regret or sorrow, I should only use that word in connection with the fact of our extreme unanimity and prosperity having prevented us from hearing, as we have heard on previous occasions, the lucid and satisfactory account which you, Sir, have been in the habit of giving to us year by year of the progress of the company. But at the present moment, while making use of the word success, not boastfully, but as representing the characteristic of the report—for if we talked about success without having real success, our figures would contradict us—we may, with great satisfaction, appeal to the figures before us in the report and accounts. As our actuary has told us, this is a comparatively small company. It is little, but it is good. It is fortunately so small that it leaves room for individual action and influence in connection with its management and its success. If I go to a shop to buy an article I like to be served by the principal. I feel more satisfied with the article when I get it home, when it has been served in that manner. Now, I want to call your attention to this fact, that in this shop we are the principals, and as such we look to all matters of detail, and we are greatly indebted for our prosperity to the personal attention and care—I will not say labour, because it is a labour of love—which has been given to the company by our chairman. The spirit which guides and influences our chairman is necessarily infused into the rest of the establishment. The fact of this being a successful company is due, not only to the way in which the business is conducted financially, but also to the care and attention which have been bestowed upon it by our chairman and the other directors and officers. Our chairman has pointed to the attendance-book on the table, and I am bound to say that if that book is examined there will not be found any neglect of duty on the part of the directors, and no absences unless they were brought about by illness or causes beyond control. Now, gentlemen, I wish to propose that the best thanks of the meeting be given to the chairman for his careful attention to the business of the undertaking during the time he has been with us, and also to express a hope that he will be spared to continue that attention, and carry on the company to a higher point of success even than it has hitherto attained. I need hardly look for a seconder to this resolution. I am sure all will be desirous to become seconders, and, therefore, I will put it to the meeting.

The motion was carried by acclamation.

The CHAIRMAN.—I feel, gentlemen, that I really do not deserve anything like the commendation which has been so eloquently expressed by friend Sir Erasmus Wilson. All I can say is, that I have endeavoured to promote the interests of the company by every means in my power. Nevertheless, our success could not have been attained unless I had the co-operation and the valued assistance of my co-directors and of Mr. McGedy—and I may add that the fire department owes a great deal of its success to the care and ability of Mr. Rogers in particular. Gentlemen, I thank you very much for your kind expressions towards myself.

The meeting then separated.

LEGAL PROCEDURE.

THE following suggestions have been laid before the Lord Chancellor by the Incorporated Law Societies of Manchester and Liverpool:—

1. District registrars should have all the powers, not only of a master and chief clerk, but also of a judge in chambers.

2. Where a summons is adjourned by a district registrar to a judge in chambers, the matter should go direct to the judge (without it being required that a fresh summons should be issued) as originally contemplated by ord. 35, rr. 6, 7; and, further, in causes in the Chancery Division, without first going before the chief clerk; the present practice is not authorized by the rules and orders, and does not obtain in the Rolls Court. The district registrar should send a minute with the summons in the same manner as the chief clerk does.

3. Appeal summonses should issue out of the district registries; the record is otherwise imperfect.

4. On a trial in the provinces before a judge, with or without a jury all questions should be argued at the time, so as to enable the sutors and their solicitors to be present; there should be no reservation of points for argument in London, a practice which entails the payment of fresh fees to counsel, and the expense of the attendance of the solicitor in London in most cases, and other additional costs. The judge, of course, will have discretion to reserve his judgment.

LEGAL APPOINTMENTS.

Mr. ARTHUR CRABTREE, solicitor and proctor, of Macclesfield, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Married Women in and for the County of Chester.

Mr. WILLIAM PARR, solicitor, of Ormskirk, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Married Women in and for the County of Lancaster.

Mr. JAMES JOHN LAMBERT, solicitor, of Manchester and Chorlton-cum-Hardy, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. HUGH QUINN, solicitor, of Liverpool, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds to be executed by Married Women.

Mr. JOHN WORRELL CARRINGTON, barrister, has been appointed Chief Justice of the Islands of St. Lucia and Tobago. Mr. Carrington was called to the bar at Lincoln's-inn in Trinity Term, 1872. He has been for several years Solicitor-General of Barbadoes, and he recently acted as Attorney-General for that island.

Mr. CHARLES SHEPPARD, solicitor, of Battle, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the Counties of Sussex and Kent.

Mr. JOHN CLERK BRODIE, writer to the signet, of Edinburgh, has been appointed Deputy Keeper of the Signet in Scotland.

Mr. JOSEPH GRIFFITH, solicitor, of Newcastle-under-Lyme, has been elected an Alderman for that borough. Mr. Griffith is mayor of the borough for the present year. He was admitted a solicitor in 1875.

Mr. EDWARD HENSLOWE BEDFORD, solicitor, of 9, King's Bench-walk, Temple, has been appointed Solicitor to the Joiners' Company. Mr. Bedford was admitted in 1864.

Mr. THOMAS LLANWARNE, solicitor, of Hereford, has been elected Clerk to the Allensmore School Board. Mr. Llanwarne was admitted a solicitor in 1859. He is clerk to the county magistrates for the Dore Division.

Mr. JOSEPH CHALLINOR, solicitor, of Leek, has been appointed by the high sheriff of Staffordshire (Mr. John Robinson) to be Under-Sheriff of that county for the ensuing year. Mr. Challinor was admitted a solicitor in 1850, and is clerk to the deputy lieutenants for the Totmonslow Division.

Mr. JOHN EADEN, solicitor (of the firm of Eaden & Knowles), of Cambridge, has been appointed Under-Sheriff of Cambridgeshire and Huntingdonshire for the ensuing year. Mr. Eaden was admitted a solicitor in 1832.

Mr. WILLIAM NEWTON, solicitor (of the firm of Newton & Wallis), of Newark, has been appointed by the high sheriff of Nottinghamshire (Sir Henry Bromley) to be Under-Sheriff of that county for the ensuing year. Mr. Newton was admitted a solicitor in 1852. He is registrar of the Newark County Court, clerk to the Newark Board of Guardians, and superintendent registrar. His partner, Mr. William Wallis, is coroner for the borough of Newark.

Mr. HENRY FREDERICK VALENTINE FAULKNER (of the firm of Faulkner & Owen), of Louth, has been appointed by the high sheriff of Lincolnshire (Mr. William Henry Smyth) to be Under-Sheriff of that county for the ensuing year. Mr. Faulkner was admitted a solicitor in 1869.

Mr. WILLIAM STEPHEN JONES, solicitor (of the firm of Jones & Forrester), of Malmesbury, has been appointed by the high sheriff of Wiltshire (the Right Hon. Edward Pleydell Bouverie) to be Under-Sheriff of that county for the ensuing year. Mr. Jones is clerk to the county magistrates at Malmesbury. He was admitted a solicitor in 1846.

Mr. HENRY ALLEYNE BOVELL, barrister, has been appointed to act as Solicitor-General for the Island of Barbadoes. Mr. Bovell was called to the bar at Lincoln's-inn in November, 1876.

Mr. GEORGE O'CONNOR PARNELL, solicitor (of the firm of Salt & Parnell), of Bristol, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WALTER REGINALD COLLINS, solicitor (of the firm of Brown, Collins, & Woods), of Swansea, has been appointed a Perpetual Commissioner for Glamorganshire for taking the Acknowledgments of Deeds by Married Women.

Mr. JOHN JOSEPH BICKERSTETH, barrister, has been appointed by Lord Herries, lord lieutenant of the East Riding of Yorkshire, to the office of Clerk of the Peace for the East Riding, in succession to the late Mr. George Leeman, of York. Mr. Bickersteth is the son of the Right Rev. Robert Bickersteth, D.D., Bishop of Ripon. He is a graduate of Christ Church, Oxford, and he was called to the bar at the Inner Temple in Hilary Term, 1875. He is a member of the North-Eastern Circuit.

Mr. HOWARD HORNER, solicitor, of Wakefield, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN PENNOCK, solicitor (of the firm of Pennock & White), of Liverpool, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN HENRY BRAND, barrister, President of the Orange River Free State, has been created a Knight Grand Cross of the Order of St. Michael and St. George. Sir J. Brand is the son of Sir Charles Brand, many years Speaker of the House of Assembly of the Cape Colony, and was born in 1823. He was called to the bar at the Middle Temple in Easter Term, 1849. He was elected President of the Orange River Free State in 1874.

Mr. Geoffrey Browning, solicitor, of Dublin, has been appointed Solicitor to the Irish Land Commission, in succession to Mr. George Fottrell, resigned.

Mr. Augustus Henry Maule, solicitor, of Newnham, has been appointed a Perpetual Commissioner to take Acknowledgments of Married Women.

DISSOLUTION OF PARTNERSHIP.

James John Cummins and Charles Errington Pegler, solicitors, 4, Union-court, Old Broad-street, London (Cummins, Pegler, and Brutton). February 1. The business will be carried on by the said James John Cummins in his own name. [*Gazette*, March 17.]

COMPANIES.

WINDING-UP NOTICES.

Joint Stock Companies.

Limited in Chancery.

Lambert, Gray, and Company, Limited.—Creditors are required, on or before April 28, to send their names and addresses, and the particulars of their debts or claims, to James Waddell, 1, Queen Victoria st. Thursday, May 11 at 12 is appointed for hearing and adjudicating upon the debts and claims [*Gazette*, Mar. 17.]

Anglo-Universal Bank, Limited.—Petition for winding up, presented Mar 18, directed to be heard before Chitty, J., on Apr 1. Ashurst and Co, Old Jewry, solicitors for the petitioner

Cheramdade (Wynaad) District Gold Mining Company, Limited.—Petition for winding up, presented Mar 17, directed to be heard before Chitty, J., on Apr 1. Richardson, Broad st bldgs, solicitor for the petitioner

Diamond Mining Corporation of London and South Africa, Limited.—By an order made by Hall, V.C., dated Mar 10, it was ordered that the voluntary winding up of the company be continued. Ellis, Bedford row, solicitor for the petitioner

English and French Bank, Limited.—Hall, V.C., has fixed Mar 29 at 12 at his chambers for the appointment of an official liquidator

Foreign Provision, Wine, and Spirit Trading Association, Limited.—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to Reginald Embleton Emson, at offices of Charles James MacColla, 100, Cheapside. Apr 28 at 11 is appointed for hearing and adjudicating upon the debts and claims

La Concepcion Gold Mining Company, Limited.—Creditors are required, on or before Apr 15, to send their names and addresses, and the particulars of their debts or claims, to Thomas Stephen Evans, 5 and 6, Bucklersbury. Apr 29 at 11.30 is appointed for hearing and adjudicating upon the debts and claims

London Jute Works, 1871, Limited.—Petition for winding up, presented Mar 16, directed to be heard before Fry, J., on Mar 31. Harwood and Stephenson, Lombard st, solicitors for the petitioner

Metropolitan Cab and Carriage Building and Letting Company, Limited.—Petition for winding up, presented Mar 20, directed to be heard before Fry, J., on Mar 31. Morris, Mitre ct, Temple, solicitor for the petitioners

North Wales Freehold Copper Mines and Smelting Company, Limited.—Petition for winding up, presented Mar 17, directed to be heard before Fry, J., on Mar 31. Wynne and Son, Chancery lane, agents for Brabner and Court, Liverpool, solicitors for the petitioners

North Wales Freehold Copper Mines and Smelting Company, Limited.—Petition for winding up, presented Mar 17, directed to be heard before Bacon, V.C., on Apr 1. Snell and Co, George st, Mansion House, solicitors for the petitioners

Vron Colliery Company, Limited.—Creditors are required, on or before Apr 10, to send their names and addresses, and the particulars of their debts or claims, to William Williams, Salop rd, Oswestry. Apr 17 at 12 is appointed for hearing and adjudicating upon the debts and claims [*Gazette*, Mar. 21.]

County Palatine of Lancaster.

Stretford and Old Trafford Omnibus and General Conveyance Company, Limited.—Petition for winding up, presented Mar 16, directed to be heard before Bristowe, V.C., at St George's Hall, Liverpool, on May 11 at 10. Crofton, Manchester, solicitor for the petitioners [*Gazette*, Mar. 21.]

Friendly Societies Dissolved.

Alford District Agricultural and General Labourers' Sick Benefit Society, Stag's Head Inn, Alford, Lincoln. Mar 15

Dyffrin Charitable Fund Friendly Society, Fox and Hounds Inn, Troedyrhiw, Glamorgan. Mar 15

Heald Wesleyan School Sick and Funeral Society, Heald, Bacup, Lancaster. Mar 15 [*Gazette*, Mar. 17.]

OBITUARY.

MR. HENRY UNDERHILL.

Mr. Henry Underhill, solicitor, town clerk and clerk of the peace for the borough of Wolverhampton, died at Tettenhall, Staffordshire, on the 26th ult., from paralysis. Mr. Underhill was the son of the late Mr. Joseph Underhill, iron merchant, of Wolverhampton, and was born in 1822. He was educated at the Tunbridge Grammar School. He served his articles with Messrs. Bennett & Thorne, of Wolverhampton, and was admitted a solicitor in 1847. He was formerly in partnership with Mr. Charles Corser, after which he practised for a short time alone, but more recently his younger brother, Mr. James Edward Underhill, had been associated with him. His firm was one of the most important at Wolverhampton, being legal advisers to many of the leading ironmasters in the district. He was a perpetual commissioner for Staffordshire, clerk to the Wolverhampton School Board, and solicitor to the Midland Steam Boiler Company, and the Railway Rolling Stock Company. He was for several years a member of the Wolverhampton Town Council, and he was subsequently one of the borough aldermen. In 1864 he became the first clerk of the peace for the borough, and in 1869 he succeeded the late Mr. Hayes as town clerk. Mr. Underhill was solicitor to the original promoters of the Wolverhampton and Walsall Railway. He was also one of the law clerks to the Wolverhampton Mine Drainage Commissioners, Mr. Henry Hartley Fowler, M.P. for Wolverhampton, being his colleague. He was a leading member of the Conservative party in West Staffordshire, and took an active interest in all social and charitable movements in the neighbourhood. In his capacity of town clerk he had rendered most valuable service in carrying out the provisions of the Artizans' Dwellings Act at Wolverhampton. Mr. Underhill had been for a long time in failing health. He had been twice married, and he leaves two sons and two daughters. Mr. Underhill was buried at the Wolverhampton Cemetery on the 2nd inst.

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

Cashmore, Edward, Edgbaston, Warwick, Iron Merchant. Apr 11. Cashmore v Cashmore, Chitty, J. Marigold, Birmingham

Colbeck, Elizabeth, Kingston upon Hull. Apr 12. Gibbon v Milne, Fry, J. Thompson, Kingston upon Hull

Curry, John, East Boldon, Durham, Ship Owner. Apr 17. Fletcher v Goodall, Hall, V.C. Kirkley, South Shields

Davies, David, Llangeitho, Cardigan. Apr 18. Rowland v Davies, Hall, V.C. Lloyd-Edwardes, Lampeter

Dobson, Rev Frederick, Stratfield Mortimer, Berks, Clerk. Apr 14. Dobson v Hussey, Chitty, J. Hulbert, New sq, Lincoln's inn

Fuller, William Henry, Worthing. Apr 14. Fuller v Fuller, Chitty, J. Verrall, Worthing

Hirst, Samuel Kirk, Huddersfield, Yarn Spinner. Apr 21. Hirst v Wilde, Chitty, J. Milnes, Huddersfield

Irons, Ann, Bloxham, Oxford. Apr 18. Simms v Kilby, Hall, V.C. Mackeson and Co, Lincoln's inn fields

Marsden, Joshua, Barnsley, York, Innkeeper. Apr 13. Marsden v Marsden, Chitty, J. Newman, Barnsley

Merrett, Henry Edward, Shoreditch, Undertaker. Apr 17. Merrett v Merrett, Hall, V.C. Blake and Snow, College hill, Cannon st

Middleton, John, Sedbergh, York, Grocer. Apr 14. Middleton v. Baines, Chitty, J. Robinson, Sedbergh

Molyneux, Abraham, Leftwich, Chester, Waterman. Apr 12. Tomlinson v Molyneux, Chitty, J. Fletcher, Northwich

Nelson, Henry, Sherwood Rise, Nottingham, Gentleman. Apr 13. Haig-Smellie v Nelson, Chitty, J. Burton, Nottingham

Norton, Noah, Ratley, Warwick, Carpenter. Apr 10. Norton v Norton, Bacon, V.C. Fairfax, Banbury

Pillinger, William Morris, Chepstow, Monmouth, Nurseryman. Apr 15. Pillinger v Hay, Fry, J. Evans, Chepstow

Roberts, John, Trafalgar sq, Fulham rd, Gentleman. Apr 15. Attorney-General v Pauley, Chitty, J. Eagleton, Chancery lane

Taylor, Samuel, Biggleswade, Bedford, Saddler. Apr 22. Illsley v Randall, Fry, J. Hooper, Biggleswade

Wilson, Fisher, Great Crosby, Liverpool, Shipbroker. Apr 20. Wilson v Hunt, Chitty, J. James, Liverpool [*Gazette*, Mar. 17.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25. LAST DAY OF CLAIM.

Blamey, William, Veryan, Cornwall, Yeoman. April 8. Carlyon and Son, Truro

Catherall, William, Buckley, Flint, Gent. May 1. Kelly and Keene, Mold

Charlesworth, Rev. Beedam, Clifton, Bristol, Clerk. April 19. Charlesworth, York

Chester, William, Lincoln, Engineer. May 8. Hebb, Lincoln

Cornock, John, Framilode, Gloucester, Innkeeper. April 15. Scott, Berkeley

Crossley, Robert, Lineholme, nr Todmorden, Lancaster. April 20. Wright

Downes, George, Kirkella, York, Licensed Victualler. April 10. Walker and Spink, Hull

Edwards, Joseph, Robert st, Hampstead rd, Sculptor. April 11. Faithfull and Owen, Westminster chambers, Victoria st

Fletcher, John, St John's Park, Upper Holloway, no occupation. May 1. Schultz and Son, Union ct, Old Broad st

Fox, Rev. William, Brixton, I.W. April 24. Eldridge and Sons, Newport, I.W.

Gorely, Mary Ann, Gloucester. April 20. Phipps and Witchell, Cainscross

Graham, Francis James, Cranford, nr Hounslow, Esq. April 10. Pickett and Mytton, King's Bench Walk, Temple

Harris, William, High st, Notting hill, Fruiterer. April 8. Tower, Lower Thames st

Hebdon, John, Knaresborough, York, Hatter. April 15. Gilling, Knaresborough

Hibbert, Mary, Broughton-in-Furness, Lancaster. April 18. Seaman, Wednesbury

Higgins, John, Merriott, Somerset, Butcher. April 1. Alford, Crewkerne

Hurrell, Jane, Ball's Pond rd. April 30. Taylor and Co, Gt James st

Jackson, Sarah, Belper, Derby. April 19. Jackson, Belper

Kaye, John Pass, Birmingham, Solicitor. April 30. Russell, Birmingham

Levy, Michael, Cheetham hill rd, nr Manchester, Cigar Merchant. April 8. Foster, Birmingham

Mason, Frederick, Ipswich, Ironfounder. April 6. Pope and Co, Colchester

Masters, Mary, Lopen, Somerset. April 3. Alford, Crewkerne

Milligan, Thomas, Dean, Bedford, Gent. April 10. Hunnybun and Sons, Huntingdon

Muggleton, James, Edgbaston, Glass Dealer. April 29. Cottrell and Sons, Birmingham

Ormerod, George, Blackpool, Lancaster, Brewer. April 19. Charnley and Finch, Blackpool

Pugh-Johnson, Margaret Anne, Llanerchydol, nr Welshpool, Montgomery. May 1 Harrison, Welshpool

Purser, Edward, Fenchurch st, Gent. April 14. Purser, Fenchurch st

Rogers, Mary, Oakfield cottage, Croydon. April 30. Clarke and Co, Lincoln's inn fields

Scholefield, William Smith, Pickering, York, M.D. April 15. Petch, Kirby Moorside

Shaxson, Peniston, Long Sutton, Lincoln, Yeoman. April 3. Mossop and Mossop, Long Sutton

Sheridan, James George, Little Earl st, Seven Dials, Greengrocer. April 15. Button and Co, Henrietta st

Sillence, Caroline, Seymour st, Euston sq, Coffee house Keeper. April 24. Yarde and Loader, Raymond bldgs, Gray's inn

Singleton, Edward, Colton, Louth, Ireland, Esq., J.P. May 1. Briggs and Co, Lincoln's inn fields

Soames, Francis Larken, the Albany, Piccadilly, Gent. April 21. Soames, Lincoln's inn fields

Stevenson, Joseph Gutteridge, Clevedon, Somerset, Esq. April 30. Winter and Co, Bedford row

Twelvetrees, Harper, Finsbury pavement, Washing Machine Manufacturer. April 11. Kerly, Gt Winchester st

Underhill, William, Plymouth, Accountant. April 27. Derry, Plymouth

Waghorn, Edward, Staplehurst, Kent, Timber Surveyor. Mar 25. Hinds and Son, Goudhurst

Wright, Thomas Redwood, Lucas terr, Alfred st, Bow, Gent. May 11. Dommett, Gresham st [*Gazette*, Feb. 14.]

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

March 16.—*Bill Read a Third Time.*

Slate Mines (Gunpowder).

March 20.—*Bill Read a Second Time.*

Railways (Continuous Brakes).

March 21.—*Bill in Committee.*

Pilotage Provisional Order (Tees) (passed through Committee).

Bill Read a Third Time.

Agricultural Company of Mauritius.

HOUSE OF COMMONS.

March 16.—*Bills Read a Second Time.*

Turnpike Roads (South Wales); Places of Worship (Sites).

Bill in Committee.

Bills of Sale Act Amendment (Clauses 1—8).

March 17.—*Bill Read a Third Time.*

PRIVATE BILL.—London and St. Katherine's Docks.

March 20.—*Bill in Committee.*

Bills of Sale Act Amendment (passed through Committee).

March 21.—*Bills Read a Second Time.*

PRIVATE BILLS.—Teign Valley Railway; Falmouth Borough Extension; Hull Extension and Improvement; Milford Haven Lighting and Water Supply; Tottenham and Edmonton Gas; Rothwell Gas.

Parish Churches; Consolidated Fund (No. 2).

New Bill.

Bill to confer further powers upon the Metropolitan Board of Works with respect to streets and buildings in the metropolis (Sir J. M'GAREL HOGG).

March 22.—*Bill Read a Second Time.*

PRIVATE BILL.—North British Railway.

New Bills.

Bill to make burglary an offence triable at quarter sessions (Mr. T. COLLINS).

Bill to amend the 78th section of "the Metropolis Local Management Act, 1855," as to the rating of footways (Mr. TORRENS).

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	V. C. Hall.
Monday, March	27	Mr. Pemberton	Mr. Cobby	Mr. Teesdale
Tuesday	28	Ward	Jackson	Farrer
Wednesday	29	Pemberton	Cobby	Teesdale
Thursday	30	Ward	Jackson	Farrer
Friday	31	Pemberton	Cobby	Teesdale
Saturday, April	1	Ward	Jackson	Farrer
		Mr. Justice Fry.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, March	27	Mr. Merivale	Mr. Carrington	Mr. Koe
Tuesday	28	King	Latham	Clowes
Wednesday	29	Merivale	Carrington	Koe
Thursday	30	King	Latham	Clowes
Friday	31	Merivale	Carrington	Koe
Saturday, April	1	King	Latham	Clowes

DEATH.

HILDER.—Mar. 21, at Milton-next-Gravesend, Edward Augustus Hilder, solicitor, J.P., aged 70.

LONDON GAZETTES.

Bankrupts.

FRIDAY, March 17, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Beal, Thomas Edwin, Gray's inn rd, Furniture Dealer. Pet Mar 15. Brougham. Mar 31 at 12

Bock, Theodor, Mincing lane, Merchant. Pet Mar 14. Murray. Mar 31 at 11.30

Dargavel, Samuel, Sloane st, Chelsea, Tallyman Draper. Pet Mar 13. Pepys. Mar 31 at 11

Denham, George Boulton, Alfred pl, Bedford sq. Pet Feb 28. Murray. Mar 31 at 12

Honck, John, Havenfield Lodge, Hornsey Rise. Pet Mar 15. Brougham. Mar 28 at 11

Lee, James, Brecknock rd, Camden Town, Provision Merchant. Pet Mar 15. Brougham Mar 29 at 2

O'Neill, William Lane, Cannon st, solicitor. Pet Mar 11. Pet Mar 16. Hazlitt. Mar 29 at 11.30

Prescott, Edward Grote, Warnford ct, Stock and Share Broker. Hazlitt. Apr 5 at 12

To Surrender in the Country.

Bradburn, David, Eccles, Lancaster, Coach Builder. Pet Mar 15. Hulton. Salford, Apr 5 at 11

Carter, John Tree, Hendon, Farmer. Pet Mar 15. Boyes. Barnet, Apr 5 at 12

Flint, James Keyworth, Crigglestone, York, Colliery Proprietor. Pet Mar 15. Mason. Wakefield, Mar 30 at 11

Jukes, Samuel, Brighton rd, Stoke Newington, out of business. Pet Mar 14. Pulley. Edmonton, Apr 6 at 11

Nichols, Edward, Manningham, Bradford, Commission Agent. Pet Mar 13. Lee. Bradford, Mar 29 at 12

Parkinson, John William, Barrow in Furness, Draper. Pet Mar 11. Postlethwaite. Barrow in Furness, Mar 24 at 2

Stevenson, Thomas, Ripon, York, Wine and Spirit Merchant. Pet Mar 15. Jefferson. Northallerton, Apr 3 at 2

Thomas, William, Bryntegan, Radnor, Yeoman. Pet Mar 15. Carless, jun. Hereford, Apr 5 at 12.30

Vere, Joseph, Ventnor, Isle of Wight, Coal Merchant. Pet Mar 17. Blake. Newport, Mar 31 at 12

TUESDAY, March 21, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Bramley, John, Sheffield, Boot Dealer. Pet Mar 16. Wake. Sheffield, April 3 at 11

Champion, Clement Solomon, Gladsmore rd, Stamford Hill, Builder. Pet Mar 17. Pulley. Edmonton, April 13 at 3

Collyer, John, Burlington lane, Chiswick, Dairyman. Pet Mar 14. Ruston. Brentford, April 4 at 3

Cullen, Edward William, Bath, Accountant. Pet Mar 18. Robertson. Bath, April 4 at 11

Harris, William, jun., Nottingham, Joiner. Pet Mar 18. Patchitt. Nottingham, April 6 at 11

Illingworth, Walter, Bradford, Innkeeper. Pet Mar 17. Garnett-Orme. Bradford, April 4 at 12

Rawlinson, Francis, and John Townsley Radcliffe, Liverpool, Rope Manufacturers. Pet Mar 17. Bellringer. Liverpool, April 3 at 12

Sadler, Samuel Thomas, Crook, Durham, General Draper. Pet Mar 17. Marshall. Durham, April 4 at 11

Wood, George, Rastrick, York, Cordwainer. Pet Mar 17. Rankin. Halifax, April 3 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, March 17, 1882.

Burnett, J. M. R., Bristol gardens, Warwick rd. Mar 11

Curwen, Alfred Francis, Harrington, Cumberland, Clerk in Holy Orders. Mar 6

Porter, George Markham, Scarborough, of no occupation. Mar 14

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, March 17, 1882.

Adshead, Samuel, sen., Wilmslow, Chester, out of business. April 4 at 3 at offices of Boote and Edgar, Booth st, Manchester

Alkin, John Griffith, Manchester, Warwick, out of business. April 4 at 2 at Newdigate Arms Hotel, Nuneaton. Rooks and Co, King st, Cheapside

Alleeson, William Humphrey, Clifden rd, Clapton Park, Dairyman. April 6 at 2 at offices of Briant, Winchester house, Old Broad st

Andrew, George, Leicester, Boot Manufacturer. Mar 31 at 12 at offices of Harvey, Selborne bldgs, Millstone lane, Leicester

Arnold, Walter Jabez, Potton, Bedford, Plumber. April 3 at 2 at office of Buchanan and Rogers, Basinghall st

Ashworth, Thomas, Bradford, Brass Founder. Mar 29 at 11 at Commercial Hotel, Tyrrel st, Bradford. Rhodes, Bradford

Aubery, James, Campbell rd, Bow, Foreman Salesman. April 4 at 3 at office of Wood and Wootton, Fish st hill

Badcock, John Elliott, Newton Abbot, Devon, Provision Merchant. Mar 30 at 11 at office of Southcott, Post Office st, Bedford circus, Exeter

Baldwyn, Edward Flower, Twerton, Somerset, Traveller. April 3 at 12 at offices of Wilton and Sons, Westgate bldgs. Bath

Barber, Charles, Altrincham, Chester, out of business. Mar 30 at 3 at 35, Cannon st, Manchester. Alanson, Manchester

Barber, James, Beckenham, Kent, Saddler and Harness Maker. April 12 at 2 at offices of Wilkins, King's Arms yd

Barlow, James, Liverpool, Metal Broker. Mar 31 at 3 at offices of Lupton, Sweeting st, Liverpool

Barnard, Daniel, Dover, Hardware Dealer. April 6 at 2 a offices of Barnett, Palmerston bldgs, Old Broad st

Bayliss, Richard Cook, Portland, Dorset, Builder. Mar at 12 at offices of Howard, East st, Melcombe Regis

Boaler, Gideon, Birmingham, Butcher. April 3 at 3 at offices of Rowlands & Co, Colmore row, Birmingham

Bragge, Samuel, Salisbury, Wilts, Schoolmaster. Mar 31 at 11.30 at offices of Coates, Market sq offices, Salisbury

Cade, J., Abney mews, Regent's pk, Cab Proprietor. Mar 31 at 3 at offices of Lamb, Southampton bldgs, Chancery lane

Capper, George, St Albans, Hertford, Contractor and Builder. Mar 27 at 3 at Masons' Tavern, Coleman st. Wells, St Albans

Carter, Benjamin, Mirfield, York, Grocer. April 5 at 3 at offices of Wilson, Exchange bldgs, Mirfield

Carter, Charles Coppin, Fulham rd, West Brompton, Grocer. April 4 at 2 at Inns o Court Hotel, Lincoln's inn fields. Woulfe, Lincoln's inn fields

Cater, Alfred, Talbot grove, Notting hill, Wheelwright. Mar 29 at 3 at offices of Cooper and Co, Lincoln's inn fields

Challen, John Louis, Nunney, Somerset, Clerk in Holy Orders. April 3 at 3 at George Hotel, Frome. Ames, Frome

Cherry, William, Birmingham, Fruit Salesman. Mar 24 at 12 at offices of Smith, Colmore row, Birmingham

Clarke, Henry John, Eastleach Martin, Gloucester, Farmer. April 3 at 1 at the King' Head Hotel, Cirencester. Fallows, Lancaster pl, Strand

Clatworthy, William, Aldersgate st, Boot and Shoe Factor. Mar 25 at 12 at offices of Betts, Southampton st, Strand

Cloutman, William, Eastville, Gloucester, Surveyor. Mar 27 at 2 at offices of Sibly and Dickinson, Exchange West, Bristol

Cooke, James, Richmond, York, Paper Manufacturer. Mar 30 at 1 at Golden Lion Hotel, Northallerton. Jefferson, Northallerton

Dane, Thompson, Crewe, Pensioner. Mar 30 at 11 at Albert chmbrs, Church Side, Crewe. Pointon, Crewe

Caunton, Richard Hardwidge, Bristol, Seed Factor. Mar 28 at 12 at offices of Sibly and Dickinson, Exchange West, Bristol

Davies, David, Carmarthen, Hotel Keeper. Mar 28 at 10.15 at offices of Griffiths, St. Mary st, Carmarthen

Drinkwater, Thomas Holbrook, Levenshulme, nr Manchester, Grocer. April 5 at 11 at office of Smith and Sykes, King st, Manchester

Ellis, John, and Charles William James Morris, Reading, Clothing Manufacturers. Mar 29 at 3 at 18, The Forbury, Reading. Creed

Ellis, Samuel, Norwich, Shoe Manufacturer. Mar 30 at 13 at office of Atkinson, Post Office st, Norwich

Elston, Benjamin Robert, Birmingham, Butcher. Mar 31 at 10.15 at office of Hawkes and Weekes, Temple st, Birmingham

Eyre, Walter, Worthing, Sussex, Market Gardner. Mar 29 at 3 at Albion Hotel, Chapel st, Worthing. Hutchinson, Vauxhall Bridge rd, Westminster

Fewtrell, Robert, Long lane, Borough, Draper. April 3 at 2 at office of Lee, Gresham bldgs, Basinghall st

France, John, Ossett, York, Rag Dealer. Mar 31 at 3 at Scarborough Hotel, Market pl, Dewsbury. Stringer, Ossett

Freeman, James Joseph, Leytonstone, Grocer. Mar 29 at 3 at office of Brocklesby and Co, Water lane, Gt Tower st

Garlick, James William, Oldham, Licensed Victualler. Mar 30 at 4 at office of Grosvenor Hotel, Deansgate. Ponsonby and Carliffe, Oldham

Gent, John Thomas, Alfred Copeland, and George Riley, Leicester, Hosiery Manufacturers. Mar 31 at 3 at 12a, Market st, Leicester. Shires, Leicester

Golden, William Samuel, Bessingham, Norfolk, Farm Labourer. Mar 24 at 12 at Duke's Palace Inn, Duke st, Norwich
Griffin, John, Truro, Cornwall, Grocer. Mar 26 at 12 at offices of Paull and Adams, Quay st, Truro
Griffis, George, Birmingham, Beer Retailer. Mar 24 at 3 at offices of East, Temple st, Birmingham
Haddon, Henry, Hulme, Lancaster, Draper's Assistant. Apr 3 at 3 at office of Horner, Manchester
Hancock, Elizabeth, Tunbridge Wells, Tobacconist. Mar 30 at 12 at Swan Hotel, Back Parade, Tunbridge Wells. Andrew and Chele, Tunbridge Wells
Harrison, Jacob, Tooley st, Southwark, Potato Salesman. Apr 5 at 3 at office of Finch, Borough High st, Southwark
Harvey, Charles, Sheffield, Pianoforte Dealer. Mar 30 at 3 at offices of Badgers and Co, Rotherham
Haystead, Charles, Stuston, Suffolk, Fish Hawker. Mar 27 at 11 at Ship Inn, Dias
Heseth, James, Halsall, Lancaster, Innkeeper. Mar 29 at 11 at offices of Brighouse and Brighouse, Ormskirk
Hicks, Edwin, Newport, Salop, Miller. Mar 31 at 11.30 at Royal Victoria Hotel, Newport. Bidlake, Wellington
Hill, Albert, Petersfield, Hants, Grocer. Mar 30 at 12 at offices of Edmonds and Co, Portsea
Hirst, Joseph Sanderson, Wakefield, Grocer. Mar 28 at 3 at offices of Horner and Edmonson, Wood st, Wakefield
Hirst, Richard, Clayton West, nr Huddersfield, Weaver. April 5 at 3 at office of Burton, Wood st, Wakefield
Hiscock, Robert, Hove, Sussex, Grocer. Mar 29 at 3 at office of Lamb and Evett, Ship st, Brighton
Hobbs, Thomas S, Ramsgate, Builder. April 6 at 3 at Royal Hotel, Ramsgate. Parry, Ramsgate
Hodgskins, Charles Edward, Plymouth, Silk Mercer. Mar 31 at 12 at 145, Cheapside. Beckingham, Bristol
Holloway, David, Llanelly, Carmarthen, Coach Builder. Mar 31 at 11 at office of Johnson and Stead, Church st, Llanelly
Hulbert, George, Totterdown, Somerset, Auctioneer. Mar 28 at 11 at office of Nurse, Corn st, Bristol
Humphreys, Edward, Aberystwith, Cardigan, Master Mariner. Mar 23 at offices of Cole and Jones, Brunswick st, Liverpool, in lieu of the place originally named
Jacobs, Mark, Plymouth, Clothier, Mar 29 at 3 at office of Stanbury, Princess sq, Plymouth
Jones, Thomas, Llanfairarybryn, Carmarthen, Farmer. Mar 30 at 12 at office of Jones Market sq, Llandovery
Jordan, Philip Henry, Hogarth ter, Sutherland rd, Chiswick, Builder. Mar 27 at 3 at the Bell and Anchor Hotel, Hammersmith rd. Claydon, Great James st, Bedford row
Kallaway, John, Bovey Tracey, Devon, Carpenter. Mar 30 at 3 at offices of Francis & Co, Courtenay st, Newton Abbot
Kidd, Alfred John, Baker st, Enfield, Carpenter. Mae 29 at 3 at offices of Rumney, Walbrook
Lewis, William, Merthyr Tydfil, Glamorgan, Bookseller. Mar 29 at 3 at offices of Vaughan, High st, Merthyr Tydfil
Lockyer, George, Sheerness, Licensed Victualler. Mar 31 at 3 at Fountain Hotel, West st, Sheerness. Winch, Chatham
Magness, George, and Robert Magness, Accrington, Builders. Mar 30 at 3 at Mechanic's Institute, Willow st, Accrington. Haworth and Broughton, Accrington
Martin, William Thomas, Bridge ter, Harrow rd, Butcher. Mar 30 at 3 at offices of Cooper & Co, Lincoln's inn fields
May, William John Tucker, Wilton rd, Pimlico, Draper. Mar 27 at 12 at offices of Ladbury & Co. Wright and Law, High Holborn
Meeklah, Marshall, Nottingham, Ironmonger. Mar 30 at 4 at George Hotel, Mottingham. Cockayne, Nottingham
Metcalfe, William, Tow Law, Durham, Grocer. Mar 30 at 3.30 at offices of Lingford, Newgate st, Bishop Auckland
Meyer, Alfred Isaac, Denmark st, Shadwell, Manager. May 15 at 3 at offices of Montagu, Bucklersbury
Miller, Aubrey, Stockton on Tees, Durham, Auctioneer. Mar 31 at 11 at offices of Thomas, Market cross chmbrs, Stockton on Tees
Mills, William, Cyprus st, Globe rd, Boot Sole Sewer. Mar 27 at 1 at offices of Ede, FiDsbury pvmnt
Moffat, John, Sunderland, Cab Proprietor. Mar 31 at 3 at offices of Crow, West Sunniside, Sunderland
Mortimer, Pattie, Greenwich, Public Singer. Mar 28 at 11 at offices of Green, Staple inn, Holborn. Woodhouse, Gray's inn sq
Moss, Charles, Rainham, out of business. April 3 at 12 at High st. Chatham. Norman, Chatham
Mulholland, William James, Aldersgate st, Boot and Shoe Factor. Mar 24 at 12 at offices of Betts, Southampton st, Strand
Nathan, Joseph, Barbican, Publisher. Mar 31 at 2 at Manchester Hotel, Aldersgate st. Webb, Barbican
Newman, James William, and William Newman, Croydon, Confectioners. Mar 31 at 2 at Martin's lane, Cannon st. Hogan and Hughes
Nixon, Edward, Studley rd, Clapham, Builder. Mar 30 at 12 at Guildhall tavern, Gresham st. Kempster, Lower Kennington lane, Lambeth
Owen, John, Birmingham, Provision Merchant. Mar 29 at 3 at offices of Hodgson and Price, Waterloo st, Birmingham
Pearce, Henry James, Birmingham, Hatter. Mar 29 at 11 at offices of Burton, Union passage, Birmingham
Pearce, William Henry, Torrington, Devon, Grocer. Mar 31 at 2 at offices of Collins, Broad st, Bristol. Smale, Bideford
Pecover, Edward, Reading, Tailor. April 4 at 11 at offices of Wolferstan and Co, Ironmonger lane, Cheapside
Pegge, Arthur James, Derby, Grocer. April 5 at 3 at Bell Hotel, Sadler gate, Derby. Hextall, Derby
Plume, William Henry, New Broad st, Wine and Spirit Merchant. Mar 29 at 3 at offices of Mozley, Philpot lane
Price, John, Wickham, Hants, Grocer. April 4 at 12 at offices of Addison, Guildhall chmbrs, Pembroke rd, Portsmouth
Radclyffe, Dick Edward, High Holborn, Horticultural Builder. Mar 27 at 12 at Inns of Court Hotel, Lincoln's inn fields. Baker and Co, Lincoln's inn fields
Redford, William, Northwich, Chester, Shipbuilder. Mar 31 at 11 at offices of Parker and Stocks, Norfolk st, Manchester
Reid, James Henry, Brighton, Builder. April 4 at 3 at offices of Edmonds and Co, Ship st, Brighton. Shaft, Brighton
Rentzsch, George Henry, Leader st, Chelsea, Surgeon. Mar 24 at 1 at offices of Strohn, Noble st. Smyth, Bow st, Covent Garden
Ridley, Samuel Johnson, Wynne rd, Brixton, Grocer. Mar 31 at 3 at offices of Hayward, King st, Guildhall
Robins, Elizabeth, Ilfracombe. Mar 27 at 1 at offices of Brown, Montpelier ter, Ilfracombe. Bencraft, Barnstaple
Rusted, John, Harston, Cambridge, Wheelwright. April 3 at 3 at offices of Symonds, Benet st, Cambridge
Scott, William Henry, Rochdale, Warp Sizer. April 4 at 3 at the Dog and Partridge Hotel, Fennel st, Manchester. Sykes, Bacup
Selinger, Morris, Charles st, Hatton garden, Mica Cover and Shade Manufacturer. April 4 at 3 at offices of Godden, New inn, Strand
Sherwin, Samuel, Boulton, Derby, Baker. April 3 at 2 at offices of Hextall, Full st, Derby
Sims, Herbert, Nottingham, Grocer. Mar 31 at 11 at the Assembly Rooms, Low pavement, Nottingham. Barlow, Nottingham
Slark, William Edward, Blackheath Village, Kent, Butcher. April 3 at 3 at offices of Aird, Eastcheap
Slater, Samuel, Worcester, Baker. Mar 30 at 11 at offices of Tree and Son, High st, Worcester
Smith, Charles, Canterbury, Commercial Traveller. April 4 at 10 at offices of Bateman, St Peter's st, Canterbury
Smith, Edward Henry, Nottingham, Cigar Manufacturer. April 4 at 3 at offices of Burton and Co, Long row, Nottingham
Smith, John, Salmon's lane, Limehouse, Boot and Shoe Maker. Mar 29 at 1 at office of Ede, Finsbury pavement
Smith, Thomas, High Wycombe, Buckingham, Chair Dealer. Mar 30 at 11 at office of Parker and Wilkins, Easton st, High Wycombe
Spence, William, Ashton upon Mersey, Chester, Stonemason. April 7 at 3 at office of Crofton, Brazennoze st, Manchester
Spencer, Mary, Upper Montague st, Montague sq, Builder. Mar 30 at 2 at 34, Gt Marylebone st. Scoles, Chapel st. Bedford row
Stake, Francis, Bradford, York, Stone Merchant. April 1 at 10 at office of Berry and Robinson, Charles st, Bradford
Swingler, Æneas, Birmingham, Wine Merchant. Mar 27 at 2 at office of Sargent and Son, Bennet's hill, Birmingham
Taylor, Sandiford, Dukinfield, Chester, Book Keeper. April 3 at 11 at office of Hampson, Booth st, Ashton under Lyne
Thomas, William Henry, St John's Wood rd, General Merchant. April 4 at 2 at office of Nash and Field, Queen st, Cheapside
Trewin, Thomas, West Putford, Devon, Farmer. Mar 25 at 3 at Tanton's Hotel, Bideford. Tapley, Gt Torrington
Wade, George, Faringdon, Berks, Harness Maker. Mar 31 at 2 at office of Kinnier and Tombs, High st, Swindon
Waite, William, Reading, Cab Proprietor. Mar 29 at 11 at 18, the Forbury, Reading. Creed
Ward, Augustus Henry, Wisbech, Wine Merchant. Apr 3 at 3 at Inns of Court Hotel, High Holborn. Deane and Co, Gray's inn
Westbury, Ernest William, Birmingham, Penholder Manufacturer. Mar 30 at 11 at offices of Huggins and Mallard, Birmingham
Wheeler, Thomas Russell, West Green rd, Tottenham, Slater. Apr 6 at 3 at offices of Fenton, Kingsland green
Willoughby, Frederic, High st, Ealing, Grocer. Mar 27 at 3 at offices of Terry, King st, Cheapside
Wills, Edward, Middleton Cheney, Northampton, Tinman. Apr 4 at 12 at offices of Hesp, Warwick
Witcomb, Robert, Frederick, Hereford, Butcher. Mar 30 at 11.30 at offices of Garrold, Hereford
Wittenburg, Leopold Meyer, Battersea, Bootmaker. Mar 27 at 3 at offices of Barnett, Old Broad st
Wood, John Bradley, Stoke upon Trent, Stonemason. Mar 29 at 11 at Copeland Arms Hotel, Stoke upon Trent. Julian, Burslem
Wootton, John William, Sutton St Mary, Lincoln, Farmer. Mar 29 at 12.30 at offices of Beloe, King's Lynn
Yates, George, Manchester, Linen Draper. Mar 29 at 3 at offices of Needham and Co, Manchester

TUESDAY, March 21, 1882.

Andrews, Joseph James, Commercial st, East, Fancy Goods Importer. Mar 31 at 3 at office of Whittington and Son, Bishopsgate st Without
Bailey, James, Swansea, Grocer. Mar 30 at 3 at office of Evans and Davies, Wind st, Swansea
Barker, Christopher, Rochdale, Lancaster, Plumber. April 5 at 3 at office of March, Lord st, Rochdale
Bartho, Fredrick, Harrogate, York, Hairdresser. April 3 at 12 at office of Barber, Parliament st, Harrogate
Beardsmore, Henry, Leicester, Baker. April 3 at 3 at office of Wright, Belvoir st, Leicester
Bell, George, Gateshead, Durham, Contractor. April 5 at 2 at office of Wilson and Sandeman, Collingwood st, Newcastle-upon-Tyne
Benjamin, Isaac, Ashby-de-la-Zouch, Leicester, Tobacconist. April 3 at 11 at office of Fisher and Co, Ashby-de-la-Zouch
Bracher, John Thomas, Queen's rd, Battersea, Gas Fitter. April 5 at 3 at Masons' Hall Tavern, Masons' Avenue. Fowler and Co, Borough High st, Southwark
Cayless, William Letts, Loughborough, Leicester, Tent Manufacturer. April 4 at 12 at Royal Hotel, Market pl, Leicester. Fraser, Nottingham
Clark, William, the Pavement, Woodberry Town, Seven Sister's rd, Grocer. Mar 31 at 12.30 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Lewis, Stratford
Crowhurst, Henry William, Swansea, Brewer. Apr 4 at 2 at 4, Fisher st, Swansea. Glascodine
Cullen, Alexander Hugh, Newington, Kent, Plumber. Apr 4 at 10.30 at office of Gibson, West st, Sittingbourne
Davies, William, Llantrissant, Glamorgan, Butcher. Mar 31 at 12 at offices of Morgan, Mill st, Pontypridd
Davy, Peter Murray, and Frank Davy, Manchester, Ironmongers. Apr 14 at 2 at office of Chorlton, Brazennose st. Manchester
Dyne, John Edward, Parkhurst rd, Holloway, Builder. Apr 13 at 3 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Morris, Walbrook
Edwards, Lumley, Sidney st, Mile End, Cowkeeper. Apr 6 at 11 at office of Cooke, Gray's inn sq
Evans, William, Shrewsbury, Coal Dealer. Apr 3 at 12 at office of Corser and Son, Swan hill, Shrewsbury
Fell, Charles Tasker, Rotherham, York, Grocer. Apr 3 at 3 at offices of Parker and Hickmott, Church st, Rotherham
Firth, Thomas Lewin, Bradford, Innkeeper. Apr 3 at 3 at George Hotel, Market st, Bradford. Lodge, Wakefield
Frost, Charles, Forest Gate, Essex, Builder. March 31 at 2 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Tattershall, Little Britain
Glover, William, Liverpool, Cart Owner. April 3 at 2 at offices of Jones and Kitchingman, Harrington st, Liverpool
Golds, Frederick, West Grinstead, Sussex, Farmer. April 5 at 12 at offices of Medwin and Co, London rd, Horsham
Goodfellow, Edwin, Great Grimsby, Lincoln, Smack Captain. April 3 at 11 at offices of Grange and Wintringham, St Mary's chambers, West St Mary's gate, Great Grimsby
Goodwin, John, Tunstall, Stafford, Blacking Manufacturer. March 30 at 3 at offices of Llewellyn and Ackrill, Piccadilly, Tunstall
Green, Joseph, Sudbury, Suffolk, Licensed Victualler. March 31 at 12 at Bull Inn, Sudbury. Mumford, Sudbury
Greer, Alexander, Manchester, Slipper Manufacturer. April 6 at 11 at offices of Entwisle and Cole, Princess st Manchester
Hammond, George, Brighton, Ironmonger. April 3 at 12 at Guildhall Tavern, Gresham st. Stuckey and Co, Brighton
Harris, William, Fleet, Lincoln, Cattle Dealer. April 6 at 12 at offices of Wise, Church yard, Boston
Harvey, William Edward, Saxmundham, Suffolk, Grocer. April 13 at 2 at offices of Pollard, St Lawrence st, Ipswich
Hayes, John, jun, North Shields, Grocer. Mar 31 at 12 at offices of Joliffe, Collingwood st, Newcastle-on-Tyne
Hildick, Catherine, Walsall. April 1 at 11 at offices of Huggins and Mallard, Newhall chmbrs, Newhall st, Birmingham
Holding, John Richard, and James Lodge, Wood Green Siding, Hornsey Station, Hornsey, Builders. April 4 at 1 at offices of Boulton, Gresham bldgs, Guildhall
Holgate, Benjamin, Denbigh, Boot Maker. April 3 at 12 at offices of Jones and Son, Vale st, Denbigh
Hounsell, Henry Squibb, Sheerness, Kent, Ironmonger. Mar 31 at 12.30 at offices of Copland, Edward st, Sheerness
Howes, Jacob, and Peter Hemmings, Cranmore ter, Lilyville rd, Fulham, Boot Manufacturers. Mar 31 at 12 at offices of Hensman and Sons, St Giles's st, Northampton

Jackson, Henry, Wombwell, York, Miner. April 5 at 4 at offices of Rideal, Chronicle chmbrs, Barnsley
Johnson, James, Romaldkirk, near Baynard Castle, York, Farmer. Mar 31 at 2.30 at the King's Head Hotel, Barnard Castle. Barron, Darlington
Jolliffe, William, Whitley, Northumberland, Solicitor. Mar 31 at 3 at offices of Warlow, Collingwood st, Newcastle-on-Tyne
Jones, John William, and Sydney Collett Jones, Erith, Kent, Pawnbrokers. April 3 at 12 at offices of Benson, Clement's inn, Strand
Jones, Mary Jane, Shrewsbury, Licensed Victualler. Mar 31 at 11 at offices of Morris, Shrewsbury
Jones, Richard, Portmadoc, Carnarvon, Engineer. Mar 28 at Commercial Hotel, Portmadoc, in lieu of the place originally named
Keeton, Frederick William, Pilsley, Derby, Licensed Victualler. Apr 14 at 3 at offices of Binney and Co, Sheffield
Kelsall, John, Hanley, Stafford, Grocer. Apr 5 at 11 at offices of Paddock and Sons, Hanley
Kelsey, Willliam Alexander, Hanley, Auctioneer. Mar 30 at 2 at North Western Hotel, Stafford. Paddock, Hanley
Kempton, George, Vauxhall st, Oilman. Mar 29 at 3 at Station Hotel, Camberwell New rd. Ody, Blackfriars rd
Kiln, Albert, Fareham, Hants, Maltster. Apr 4 at 3 at offices of Goble and Warner, Fareham
Kirton, Matthew, Lincoln, Grocer. Apr 5 at 2 at Knight's Temperance Hotel, Lincoln, Durance, Lincoln
Kurtz, Adam Andrew, Lambeth walk, Manager to a Baker. Apr 6 at 12 at offices of Plunkett and Leader, St Paul's ch yd
Lawson, William, Oswaldtwistle, Licensed Victualler. Apr 4 at 3 at offices of Withers, Blackburn
Leigh, John, St Helens, Lancaster, Licensed Victualler. April 3 at 2 at Wellington Hotel, Newmarket pl, St Helens, Marsh, St Helens
Lewis, John, Altrincham, Chester, Baker. April 3 at 2 at Mitre Hotel, Cathedral yd, Manchester. Cave, Altrincham
Maddaford, George Robert, Wellington, Somerset, Grocer. April 12 at 12 at office of Bond, Wellington
Manning, Jane, Fleetwood, Lancaster, Wine and Spirit Merchant. April 3 at 3 at office of Addie, Church st, Fleetwood
Mason, George Henry, Terrington St Clements, Norfolk, Farmer. Mar 30 at 11.30 at office of Sidney and Ollard. York row, Wisbech
McGill Robert Alexander, Townsend rd, Stamford hill, Slater. April 4 at 11 at office of Boulton, Gresham bldgs, Guildhall
McLaren, Charles, East Dereham, Norfolk, Nurseryman. April 5 at 12 at Royal Hotel, Norwich. Cooper and Norgate, East Dereham
Metcalfe, Edmund, Richmond, York, Innkeeper. April 5 at 12 at Talbot Inn, Richmond. Croft, Richmond
Miller, Henry Edward Campbell, Cheshunt, Hertford, Wine Merchant. Mar 29 at 1 at office of Pannell and Co, Basinghall st. Hubbard, London Joint Stock Bank chmbrs, West Smithfield
Millman, John Casely, Ilfracombe, Devon, Corn Dealer. April 3 at 12 at office of Thorne Castle st, Barnstaple
Morton, John William, Bedale, York, Grocer. April 5 at 11 at offices of Barron, High row, Darlington
Nevinson, William, Kendal, Westmoreland, Joiner. Mar 30 at 11 at offices of Dobson, Finkle st, Kendal
Newall, John, Bingley, York, Grocer. April 3 at 11 at office of Peel and Co, Chapel lane, Bradford
Newman, Stephen, Bath, Grocer. April 3 at 12 at offices of Tucker, Northgate st, Bath
Oliff, John, Nottingham, Tinman and Brazier. April 6 at 4 at offices of Cockayne Fletcher gate, Nottingham
Parker, George, Plumstead, Grocer. April 3 at 2 at Guildhall Tavern, Gresham st. Howard and Shelton, Threadneedle st
Pedley, Charles, Chester, Publican. April 12 at 10.15 at office of Brassey, Eastgate row North, Chester
Penn, John Camp, and William Lindley, Camden rd, Bootmakers. April 3 at 3 at office of Stokes, Chancery lane
Phillips, Frederick Richard, Lombard st, Metal Agent. April 3 at 3 at offices of Terrell and Harrison, Lombard st
Pipes, John, Flawith, nr Easingwold, York, Farmer. April 1 at 12 at offices of Smith, Petergate, York
Platts, Henry, and Albert Midgley, Huddersfield, Silk Mercers and Drapers. April 5 at 2 at 145, Cheapside. Rooks and Co, King st, Cheapside
Powell, Richard Ebenezer, Croydon, Ironmonger. April 5 at 3 at Mullen's Hotel, Ironmonger lane. Hare, Pinner's ct, Old Broad st
Prickett, John, St George's, Gloucester, Beer Retailer. Mar 29 at 12 at offices of Hancock, Quay st, Bristol
Protheroe, Peter, Pembrey, Carmarthen, Draper. April 4 at 11 at offices of Howell, Stepney st, Llanelly
Puddephatt, William Albert, Luton, Bedford, Builder. April 4 at 10.30 at offices of Bailey, Union st, Luton
Russell, Timothy, Great Grimsby, Lincoln, Plumber. April 3 at 12 at offices of Grange and Wintringham, St Mary's chmbrs, West St Mary's gate, Great Grimsby
Smith, Joseph William, Kingston-upon-Hull, Hosier. April 3 at 3 at offices of Pickering, Parliament st, Kingston-upon-Hull. England and Co, Kingston-upon-Hull
Smith, Thomas Montague, Folkestone, Hardwareman. April 4 at 3 at offices of Hayward, King st, Guildhall
Sourbutts, Richard, Kidsgrove, Stafford, Beerhouse Keeper. Mar 28 at 3 at offices of Lawrence, Old Hall st, Hanley
Stott, Thomas, Chadderton, Lancaster, Joiner. April 5 at 3 at King's Arms Hotel, Yorkshire st, Oldham. Wrigley and Morecroft, Oldham
Stringer, William, Huddersfield, Beerhouse Keeper. April 3 at 3 at offices of Welsh, Victoria chambers, Queen st, Huddersfield
Thornicroft, Thomas, jun, Cambridge st, King's Cross, Coal Merchant. April 3 at 3 at Guildhall Tavern, Gresham st. Lewis, Wilmington sq
Thornton, Lionel Reginald, Stonehouse, Gloucester, Schoolmaster. April 4 at 2 at offices of Jones, Eldon chambers, Berkeley st, Gloucester
Tratt, James, Preston Candover, Hants, Farmer. April 4 at 1 at offices of Webb and Lear, Cross st, Basingstoke
Turner, Thomas, Leicester, Leather Merchant. April 13 at 3 at offices of Wright, Belvoir st, Leicester
Vass, John, Dumont rd, Stoke Newington, Licensed Victualler. March 31 at 3 at offices of Cooper and Rees, Broad st buildings
Walker, John, Barnard Castle, Durham, Grocer. April 3 at 3 at offices of King, Wilson st, Middlesborough
Watson, Jonathan, Gateshead, Durham, Farmer. April 12 at 1 at County Court Offices Westgate rd, Newcastle on Tyne. Dix, Gateshead
White, William, Plaistow, Essex, Builder. March 30 at 12 at offices of Whitwell and Co, Finsbury sq buildings, Finsbury sq
Whitt, William, Brighouse, York, Cabinet Maker. April 5 at 11 at offices of Bates, Bradford rd, Brighouse. Barber and Oliver, Brighouse
Williams, Benjamin, Merthyr Tydfil, Glamorgan. Apr 3 at 12 at office of Vaughan, Merthyr Tydfil
Williams, Herbert, Llandewibrefi, Cardigan, Innkeeper. Mar 31 at 11 at office of Griffith and Co, Gt Darkgate st, Aberystwith
Wills, John, Onslow cres, South Kensington, General Manager of the General Horticultural Company. Apr 13 at 3 at office of Lewis and Lewis, Ely pl, Holborn
Wilson, William, New Bilton, Warwick, Stonemason. Mar 29 at 12 at office of Gledhill, North st, Rugby
Wood, Martha, Lepton, nr Huddersfield, Farmer. Apr 4 at 11 at office of Milnes and Swift. New st, Huddersfield
Wright, John, Walsall, Grocer. Apr 3 at 11 at office of Bill, Bridge st, Walsall

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